

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

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0-2

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:
The Driggs Corporation
8700 Ashwood Drive
Capitol Heights, MD 20743
2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: _____
4. This Financing Statement covers the following types (or items) of property: (Describe)
As per Schedule "A" which is attached hereto and made a part hereof.
5. Check the lines which apply if any, and supply the information indicated:
 - (If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)
 - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)
 - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):
The Driggs Corporation
By: *Reginald Burner, Sr. V.P.*
Reginald Burner
Senior Vice President

Secured Party:
First Virginia Commercial Corporation
By: *A. Charles Benedetto*
A. Charles Benedetto
President

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

11.2

Schedule "A"

BOOK 517 2

Attached hereto and made a part of Note and Security Agreement dated July 30, 1987 between First Virginia Commercial Corporation and The Driggs Corporation, Debtor.

- Selected Components of*
- One (1) 1986 Mack Chassis, Model RD685S, SN 1M2P132C36A011420
 - One (1) Blaw-Knox Paver/Finisher, Model PF-180H, SN 18017-023
 - One (1) Blaw-Knox Paver/Finisher, Model PF-200, SN 20001-08
 - Two (2) Caterpillar 963LGP Track Loaders, SN 21Z00551, 21Z00542
 - One (1) Blaw-Knox RW 100 Road Widener, John Deere Diesel, with 3' Hydraulic Strike-offs, protective weldment, and wash down kit, SN 10004-01, with 614 engine hours
 - One (1) Standard Havens Asphalt Plant to include:
 - Cable Tray Kit
 - Conveyor, 30" x 40' Belt, SN 66405
 - Drum Mixer - 8'2" x 45', SN 66801
 - A/M II Baghouse Size 42, SN 73201
 - Asphalt Hosks & Hardware
 - Cold Feed Unit-5 Bin, SN 66002
 - Asphalt Metering Unit
 - Dust Pipe & Hardware
 - Complete Control System
 - Additive Metering Unit
 - Additive Storage Tank
 - Airlock Upgrade
 - Asphalt Storage Tank

Plant presently located at Routes 450 and I-97, Annapolis, Ann Arundel County, Maryland

- One (1) Standard Havens Asphalt Plant to include:
 - Bintop Transfer Conveyor, SN 72415
 - Conveyor, 108' 3' x 4' DS, SN 72314
 - Handrail/Walkway Package
 - Mineral Filler Silo
 - 300 Ton Bin-Magnum
 - Truck Scale - 10' x 80'
 - Cold Feed Bin
 - Controls Upgrade

Plant presently located at 5601 Van Dusen Road, Laurel, Prince George's County, Maryland

All equipment as described above complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 21,000.00
- To Be Recorded in Land Records of _____

Record in:

- SDAF
- Montgomery County
- Prince George's County
- Other Anne Arundel County

1. Debtor(s) NAME ADDRESS
 Street City State
 M. V. Construction Corporation, 7 Village Green, Crofton, Maryland

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
 By: Donald F. Craun
 Type Name Donald F. Craun
 Title Vice President

M. V. Construction Corporation
 Debtor(s) or Assignor(s)
 by: Mary E. Center
 Mary E. Center, Secretary/Treasurer

Type or Print Name and Title of Each Signature

115
147.50

SCHEDULE A

BOOK 517 PAGE 4

Debtor: M. V. Construction Corporation

Secured Party: Sovran Bank/Maryland

Collateral: Morgan Concrete Pump

BOOK 517 PAGE 5

200011

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) MICHAEL S. BROWN 225 ELLA WELCH WAY BOHRIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD # 2245 WOODBRIDGE, VA 22191	4 For Filing Officer: Date Time No Filing Office RECORD FEE 11.00 POSTAGE 1.50 RECEIVED 1040 PM 11/13/83 11 17 83 CK	

5 This Financing Statement covers the following type(s) (or item) of property 1976 SCHULT 70 x 14 SERIAL # E138772 HAND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S AGREEMENT AND/OR RETAIL	6 Assignee(s) of Secured Party and Address(es)
<input type="checkbox"/> Products of the Collateral are also covered	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

MICHAEL S. BROWN
 By Michael S Brown Signature(s) of Debtor(s)
 GREEN TREE ACCEPTANCE INC.
 By RC Irvine Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)
 (3/83) (1) FILING OFFICER COPY—NUMERICAL 1750
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 517 PAGE 6

STATE OF MARYLAND

One Amundel

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

City

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

200015

1. DEBTOR

Name RED'S DOVE, INC.

Address 2729 Solomon's Island Rd., Edgewater, MD. 21037

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - *Ingersoll-Rand SD100F Vibratory Roller, SN 5211 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.*

Name and address of Assignee
INGERSOLL-RAND FINANCIAL CORP.
210 Goddard Blvd.
King of Prussia, PA. 19406

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RED'S DOVE, INC.

James O. Steinberg
(Signature of Debtor) (Title)

JAMES O. STEINBERG
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

11.50

BOOK 517 PAGE 7
200316

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
PLAYHOUSE PARTNERSHIP
a Maryland General Partnership

Address:
c/o Wayne L. Rogers
Synergics, Inc.
410 Severn Avenue, Suite 313
Annapolis, Maryland 21403

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

RECORDED
POSTAGE
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08/27/87
16.00
.50
CK

11.00
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the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the development and construction of a commercial office building on the property.

4. The aforesaid items covered by this Financing Statement are included as security for the Consolidated Revolving Loan Promissory Note in the amount of \$250,000.00 and Deed of Trust and Deed of Trust Note Modification Agreement, II, executed even date herewith between the Secured Party and the Debtor, said Modification Agreement being recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: PLAYHOUSE PARTNERSHIP
BY: SYNERGICS, INC.
General Partner

BY: Wayne L. Rogers
Wayne L. Rogers, President

BY: Robert P. Cadwell
Robert P. Cadwell
General Partner

BY: Robert J. Schlesinger
Robert J. Schlesinger,
General Partner

Dated: 8/12/87

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S40312ms.fin

EXHIBIT A

PARCEL NO. 1:

BEGINNING for the same at the northmost corner of the brick building situated on the lot herein conveyed, the said beginning being distant westerly one hundred and seventy and four one-hundredths feet as measured along the south building line of Main Street, from the west curb line of Conduit Street, the said point beginning being in the south building line now existing on the said Main Street and running from thence with the said building line South sixty-nine degrees fifty-four minutes East forty-six feet to the northmost corner of the adjoining brick building; thence South nineteen degrees fifty-five minutes West one hundred and thirty and twenty-four one-hundredths feet to a point in an old fence line; thence to and with the rear wall of the brick building herein conveyed North sixty-seven degrees eleven minutes West forty-two and six-tenths feet to the southwest corner of the same; thence North twenty degrees nineteen minutes East twenty-five and seven tenths feet; thence North seventeen degrees fifty-seven East one hundred and two and fifty-nine one hundredths feet to the point of beginning; the above courses being referred to the magnetic meridian of March, 1922. Being known as Nos. 187 and 189 Main (also known as Church) Street, Annapolis, Maryland, and also being know as the Republic Theatre property. The foregoing description being in accordance with the survey of Walter C. Munroe, Civil Engineer.

PARCEL NO. 2

BEGINNING on the South side of Main Street in the center of an alley distant as measured along the South side of Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-fourth inches from the heretofore established corner of the Republic Theatre lot adjoining hereto on the East, thence running from said place of beginning and leaving said Main Street and with the center of said alley as it is now partly constructed on the lot now being described South twenty degrees eight minutes West one hundred forty-four feet thence running parallel with Main Street South sixty-nine degrees fifty-four minutes East sixty-five feet six inches thence North twenty degrees eight minutes East fifteen feet eight inches to the rear end of the Republic Theatre lot heretofore mentioned thence with said lot in a Westerly direction one foot two inches to the southwest corner of said Republic Theatre lot, thence still with said lot North nineteen degrees fifty-five minuted East twenty-five feet eight and one-half inches to an iron pipe thence North seventeen degrees fifty-seven minutes East one hundred and two feet seven and one-half inches to the South side of the aforesaid Main Street thence leaving the said Republic Theatre lot and running along the South side of said Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-half inches to the place of beginning. Known as No. 193 Main Street, Annapolis.

BEING the same parcels granted and conveyed to PLAYHOUSE PARTNERSHIP by deeds recorded in Liber 3358 at folio 378 and folio 354.

s40312ms.exa

BLUMENTHAL, WAYSON, DOWNS, & OFFUTT, P.A.
80 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 517 PAGE 10

FINANCING STATEMENT

DATE: August 18, 1987

(XX) Not Subject to Recordation Tax

200213

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Eileen Zack
T/A Pease Porridge Hot
ADDRESS: 911 Commerce Road
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 12.00
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M-38270 0777 101 115-35
08/27/87
CK

DEBTOR(S):
Eileen Zack
T/A Pease Porridge Hot

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

(Company Name)
BY: [Signature]
Eileen Zack, President

BY: [Signature]
(Authorized Signature)
Robert E. Mann
Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signature)

D.S.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

269319

DATE: August 17, 1987

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____ BOOK 517 PAGE 11

NAME OF DEBTOR (S): Pinewood Enterprises, Inc.
1021 Generals Highway
ADDRESS: Crownsville, Maryland 21032

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
ALBANY CITY ROI 115:35
08/27/87
OK

DEBTOR(S):
Pinewood Enterprises, Inc.

(Company Name)

BY: Ruby L. Degenhard
Ruby L. Degenhard

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)
Robert E. Mann
Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

000000

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Title, Number, and Filing Office)
P.S.N. Inc. d/b/a West Coast Video of Glen Burnie 226 Pegasus Court Gambrills, MD 21054	Trans-American Leasing Corporation 1071 Worcester Road Framingham, MA. 01701	RECORD FEE 12.00 Lease #061087 Schedule 01

- 7 This financing statement covers the following types for item(s) of property
- 3 Wyse Terminals, Serial #'s 5625, 5626, 5627
 - 1 Concord Dial-up Modem, Serial #8022
 - 1 Fujitso Printer, Serial #9231
 - 1 Point 4 Mini computer, Serial # 99724

#061087
12/10/87
OK

All machinery, equipment, ~~accounts receivable and inventories, now owned or hereafter acquired, including proceeds and products thereof.~~

Location of Equipment: 7400 C South Ritchie Highway, Glen Burnie, MD
Filing with the County of Anne Arundel
Proceeds of collateral are also covered.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	P.S.N. Inc. d/b/a West Coast Video of Glen Burnie <i>[Signature]</i> John D. Long, President	Trans-American Leasing Corporation <i>[Signature]</i> Howard D. Siegel, President
	Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)

STATE OF MARYLAND

BOOK 517 - 13

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266310

RECORDED IN LIBER 508 FOLIO 572 ON February 20, 1987 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168 - 2 Compromise Street
Address Annapolis, Maryland 21404

2. SECURED PARTY

Name Security Savings and Loan Association
18 Northeast Avenue
Address Vineland, N.J. 08360

Hull #VKY41861B787 (County)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 13, 1987

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated August 13, 1987

1050

Floyd R. Morris
(Signature of Secured Party)
Floyd Morris
Security Savings and Loan Assoc.
Type or Print Above Name on Above Line

RECORDING FEE 10.00
POSTAGE .50
001 715423
08/27/87
A

200352

BOOK 517 PAGE 11

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Jordan, Wayne C.
d/b/a Ramsey Music
161 West St
Annapolis Md 21401

2. Secured Party(ies) and address(es)
Baldwin Piano & Organ Company
422 Wards Corner Road
Loveland, Ohio 45140

4. This financing statement covers the following types (or items) of property:
DEBTOR HEREBY GRANTS SECURED PARTY A SECURITY INTEREST IN:
ALL INVENTORY PRESENTLY OWNED AND HEREAFTER ACQUIRED,
PROCEEDS AND RESERVES.
DEBTOR HOLDS BALDWIN PRODUCTS ON CONSIGNMENT FROM
BALDWIN PIANO & ORGAN COMPANY.

5. Assignee(s) of Secured Party and Address(es)
CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with:

By: Wayne C Jordan
Signature(s) of Debtor(s)
214-54-6441

Baldwin Piano & Organ Company
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

200250

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First, and Address(es))		2. Secured Party(ies) Name(s) and Address(es)		3. <input type="checkbox"/> The Debtor is a transferee entity	
LOUIS R. MAURER IRIS R. MAURER LOT D89 CLARK ROAD JESSUP MD 20794		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		4. For Filing Officer: Date, Time, No. Filing Office	
5. This financing statement covers the following types (or items) of property: 1978 SKYLINE HOMETTE 70 X 14 SERIAL # 03100100M "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S QUOTE AND/OR RETAIL AGREEMENT AND/OR RETAIL				6. Assignee(s) of Secured Party and Address(es)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.				7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
9. Name of a Record Owner					
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					
By <u>Louis R. Maurer</u> <u>Iris R. Maurer</u> Signature(s) of Debtor(s)		<u>Green Tree Acceptance Inc.</u> Signature(s) of Secured Party(ies)			

(3-83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

209351

PRINT OR TYPE ALL INFORMATION

BOOK 517 PAGE 10

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Cunningham Excavating, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
--	--

Name & address of Secured Party Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, Va 23288	Name & address of Assignee <div style="text-align: right;"> RECORD FEE 11.00 POSTAGE .50 11.50 </div>
--	--

Date of maturity if less than five years	Check if proceeds of collateral are covered (X)
--	---

Description of collateral covered by original financing statement
 One Komatsu Model D155A-1 Crawler Tractor SN/25409
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.
 EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc. Signature of Debtor if applicable (Date) <i>James E. Cunningham, Pres.</i>	Associates Commercial Corporation Signature of Secured Party if applicable (Date) <i>[Signature]</i>
--	--

1750

200355

PRINT OR TYPE ALL INFORMATION

BOOK 517 PAGE 17

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Cunningham Concrete, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288	Name & address of Assignee
Date of maturity if less than five years	Check if proceeds of collateral are covered <input checked="" type="checkbox"/>

Description of collateral covered by original financing statement: **COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT EQUIPMENT AND ADDITIONS, AND ALL CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COLLATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING THEREFROM, AND ALL CASH AND NON-CASH PROCEEDS THEREOF.**

One Komatsu Model D75S-5
Crawler Loader SN/15636

EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Concrete, Inc. Signature of Debtor if applicable (Date) <i>James E. Cunningham</i> James E. Cunningham, Pres.	Associates Commercial Corporation Signature of Secured Party if applicable (Date) <i>[Signature]</i>
---	--

209030

PRINT OR TYPE ALL INFORMATION

BOOK 517 PAGE 18

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Cunningham Sand and Gravel, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
---	--

Name & address of Secured Party Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288	Name & address of Assignee
--	----------------------------

Date of maturity if less than five years	Check if proceeds of collateral are covered (X)
--	---

Description of collateral covered by original financing statement
 One Komatsu Model WA600 Wheel Loader SN/10154
 One Komatsu Model WA450 Wheel Loader SN/10285
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF. TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable: RECORD FEE 12.00
POSTAGE .50

Cunningham Sand and Gravel, Inc.	Associates Commercial Corporation
Signature of Debtor if applicable (Date) <i>James E. Cunningham</i> James E. Cunningham, Pres.	Signature of Secured Party if applicable (Date) <i>[Signature]</i> 08/27/87

11.50

200077 BOOK 517 PAGE 19

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.
1073 St. Stevens Church Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Cunningham Concrete, Inc.
1073 St. Stevens Church Road
Crownsville, MD 21032

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model D75S-5 Crawler Loader SN/15636
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50

Cunningham Excavating, Inc.

Signature of Debtor If applicable (Date)

James E. Cunningham, Pres.

Cunningham Concrete, Inc.

Signature of Secured Party if applicable (Date)

James E. Cunningham, Pres.

08/27/87
CK

11.50

209353

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

A. H. MILLER, JR., INC.
154 Defense Highway
Annapolis, Maryland 21401
(In Anne Arundel County)

2. Secured Party(ies) Address(es) And Name(s):

JOHN C. LOUIS CO. INC.
1805 Cherry Hill Road
Baltimore, Maryland 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

ONE USED BANTAM 266 HYDRAULIC EXCAVATOR, SERIAL NO.: 60400, WITH 30" EXCAVATING BUCKET.

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

This transaction is not subject to recordation tax.

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

A. H. MILLER, JR., INC.

JOHN C. LOUIS CO. INC.

By

A. H. Miller, Jr., President

By

W. Davidson, President

(2) Filing Officer Copy - Alphabetical

11-30
FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

BOOK 517 21

200050

UCC STATEMENT

(1) Filing Officer Copy—Alphabetical

1. This UCC Statement dated <u>8-10-87</u> is to be filed in the office shown below Filed with <u>State</u> <u>Case Records Co</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left File Number _____ Filing Date _____	3. For Filing Officer: File Number _____ Filing Date and Hour _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
--	--	---	---

5. This statement is (CHECK ONLY ONE BOX)
- ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
 - ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
 - AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.
 - CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.
 - ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
 - PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
 - TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) <u>BIO GAO SYSTEMS, INC.</u> <u>P.O. Box 209</u> <u>ANNAPOLIS, MD. 21404</u>	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P. O. Box 1096 Salem, Virginia 24153
--	--

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
COMPRESSOR MODEL 936 INTERIOR WOODS WITH 2.75 yd G/P BUNKER, 20.8 x 25"
12 PLY L3 TIRES, ROPS S/S CAB
SIN 33202536 CM# 1010783800
THIS IS NOT SUBJECT TO RECORDATION TAX. CK

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:	11. Set forth here in: (Check one box) <input type="checkbox"/> Manner in which the original financing statement is amended: <input type="checkbox"/> Description of collateral in which rights are assigned: <input type="checkbox"/> Description of collateral released from original financing statement:
-----------------------------------	---

13. CARTER MACHINERY COMPANY, INC. <u>Judith Madorsky</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>Bio Gao Systems Inc</u> <u>Paul Harts 8-5-87 Project Support Administrator</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
---	---



200300

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Ben Oaks Decorating Center Inc. T/A Ben Oaks Appliance Center 821 W. Benfield Rd. Severna Park, Md. 21146	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 12.00
 RECORDING OFFICE BAL 715124
 10/22/87
 CK

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

Ben Oaks Decorating Center Inc. T/A
Ben Oaks Appliance Center

(Type Name)

By: [Signature] (SEAL)

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: [Signature]

(Date Signed by Debtor)

19 87

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

12

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. If, however, there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264935

RECORDED IN LIBER 505 FOLIO 471 ON 12/03/86 (DATE)

1. DEBTOR

Name Lanier Engineering, Inc.
Address 4703 Ritchie Highway Baltimore, Maryland 21225

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Company
Address 2 Hopkins Plaza Baltimore, Maryland 21201
ATTN: Tim. Daly, 2nd Floor

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>None</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Correct name of Debtor is Lanier Engineering Sales, Inc.</p>	

RECORD FEE 10.00
POSTAGE .50
#036360 0777 001 709453
08/28/87

Dated 7/16/87

Tim Daly
(Signature of Secured Party)

Tim Daly, Asst. Secretary/Treasurer
Type or Print Above Name on Above Line

CR

10/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8-14-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Anchor Systems Group, Inc.

Address Two Davol Square, Suite 309, Providence, RI 02903

2. ~~SECURED PARTY~~ Lessor

Name CITIZENS LEASING CORPORATION

Address 870 Westminster Street, Providence, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8-31-90

4. This financing statement covers the following types (or items) of property: (list)

All of the Equipment now or hereafter leased under an Equipment Lease dated as of March 9, 1987, between the above-named Lessor, as Lessor, and the above named Lessee, as Lessee, including, but not limited to, The Equipment as listed and described on Attachment A hereto and made a part hereof and all accessions, additions, replacements and substitutions thereto and therefore, and all proceeds (including insurance proceeds) of and from said Equipment and Equipment Lease. The parties hereto acknowledge and agree that said Equipment Lease is a true lease and that the execution and filing of this Financing Statement shall not be used as evidence to the contrary. Filed with: Ann Arundel County Clerk, P. O. Box 71, Annapolis, MD 21404

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anchor Systems Group, Inc.

By: George F. Brais President
(Signature of ~~Debtor~~) Lessee

George F. Brais
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS LEASING CORPORATION

By: Myles P. Gilbert Asst. Treas.
(Signature of ~~Secured Party~~) LESSOR

Myles P. Gilbert

Type or Print Above Signature on Above Line

11/50



ATTACHMENT A

Lessee: Anchor Systems Group, Inc.
Lessor: CITIZENS LEASING CORPORATION
Lease Agreement Date: March 9, 1987
Lease Schedule Date: August 14, 1987

Description of Equipment: (Include Quantity, Make/Manufacturer and Model and Serial No.)

One (1) IBM Model 60 10MHZ/1MB/70MB/1.44, S/N 8028031
(Product No. 011014)
Three (3) Model 30 (640K,2-720K 3.5DD), S/N's 0024870,
0024595, 0026375 (Product No. 011000)
Four (4) IBM Monochrome Displays (8503), S/N's 0075669,
0010546, 0053925, 0109144 (Product No. 030840)
Three (3) Token Ring Adapter 2 (Product No. 075123)
One (1) Token Ring Multistation Access Unit (Product No. 075120)
Three (3) Token Ring Patch Cable 30 Feet (Product No. 400892)
One (1) LAN Support Programs (Product No. 222576)
Four (4) PC Lan Program Ver 1.2 (Product No. 222572)
One (1) Token Ring Cable: PC Adapter (Product No. 400763)

Equipment distributed by: Entre Computer Center
Equipment Location: Ann Arundel General Hospital
Annapolis, MD

This Attachment A is hereby incorporated by reference into Schedule No. 2.

MRG GFB
(Initials)

200003

BOOK 517 PAGE 27

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Nancy C. Waddell

Ridge-Chapel Rd.
Chesapeake Mobile Ct. #12
Hanover, MD 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

- 1. This financing Statement covers the following types (or items) of property (the collateral).

New 1988 Holly Park, Forest Park, 70x14, S/N 03 FPS10280

- 2. Proceeds and products of the collateral are also specifically covered.

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 11.00
 POSTAGE .50
 1036410 0777 ROL 108159
 08/23/87
 CK

Debtor

Secured Party

Nancy C. Waddell
 NANCY C. WADDELL

THE SAVINGS BANK OF BALTIMORE

BY J. Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. _____, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

11.50
 11.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

0418 ANNAPOLIS RD

ADDRESS: _____

CITY & STATE: LANHAM, MD. 20706

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ALICE HENDRICKS		07-08-87	
LOT 223 WAYSONS MOBILE C		ACCOUNT NO	TAB
LOTHIAN, MD. 20711		767104906	8846

Filed with: ANNE ARUNDEL

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

*Camera
Edgers
Radio
Stereo
TV*

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
MUSKOGEE COUNTY REC 109403
08/28/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 4587.99

BY *Genny A. Bridgman*
TITLE _____

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Alice M. Hendricks

ALICE HENDRICKS

DEBTOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

*11.00
35.00*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. XX

This financing statement Dated 7/01/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLAUDE NEON SIGNS, INC.
Address 1808 CHERRY HILL ROAD BALTIMORE MD 21230

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/01/92

4. This financing statement covers the following types (or items) of property: (list)

GERBER SCIENTIFIC PRODUCTS, INC. - SYSTEM 4800 PLUS, SCANNER SYSTEM AND 30 INCH PLOTTER

RECORD FEE 11.00
POSTAGE .50
#036660 CTTT R01 TOP*29
08/28/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

XX (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

CLAUDE NEON SIGNS, INC.

BY: Alan F. Nethen Vice President
(Signature of Debtor)

ALAN F. NETHEN, VICE PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 463 Page No. 308
Identification No. 248012 Dated July 6, 1983

1. Debtor(s) { Wesh, Inc. T/A Brown's Honda City Honda
Name or Names - Print or Type
5804 Ritchie Highway Baltimore, MD 21225
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
P.O. Box 1596 Baltimore, MD 21203
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .30
M33670-CTYT 801 109431
18/28/87
CK

Dated: June 17, 1987

First National Bank of Maryland
Norman S. Hovermale
(Name of Secured Party)

Norm S. Hovermale
(Signature of Secured Party)

Senior Loan Accounting Executive
Type or Print (Include Title if Company)

1068
50-

MARYLAND FINANCING STATEMENT

200007

BOOK 517 PAGE 31

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Melvin L. Fish T/A C & M Machine Service
716 Duvall Highway Pasadena, Maryland 21122
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address) SSC 2220

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
3767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
Of LESSOR 2001 E. Joppa Rd. Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:
One- Jet, Model 1336 PBD Lathe w/4 Jaw Chuck Model LC 4-13 PBD & Stand & Coolant System

RECORD FEE 12.00
POSTAGE .50
R036690 CITY BAL 109131
08/29/87
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Melvin L. Fish T/A C & M Machine Service

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Melvin L. Fish Owner
Melvin L. Fish (Title)
(Type or print name of person signing)

By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1280

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 517 PAGE 32
203303

DATE: July 14, 1987

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):

ADDRESS: Ronald T. Rawlinson
1429 Gilbert Road
Arnold, MD 21012

NAME OF SECURED PARTY: ANnapolis Federal Savings Bank
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1986 John Deere 430 Diesel Lawn Tractor, Serial No. M00430X362192
1986 Tagalong Flat Bed Trailer, Serial No. 10HHSE145G1000453

RECORD FEE 11.00
POSTAGE .50
M036740 ETTT R01 T09436
08/28/87
CK

DEBTOR(S):

(Company Name)

BY: Ronald T. Rawlinson

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized

Anne Arundel County

STATE OF MARYLAND

FINANCING STATEMENT FORM UCCH

BOOK 517 PAGE 33
Identifying File No. 000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6/3/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steffey Realtors, Inc.

Address 540 Baltimore-Annapolis Blvd., Severna Park, MD 21146

2. SECURED PARTY

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

Name and address of Assignee

Various Office Furnishings, Art Work

Lessee will purchase at end of contract not subject to Recordation Tax.....

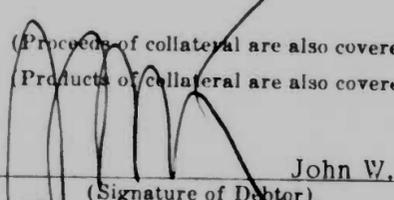
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

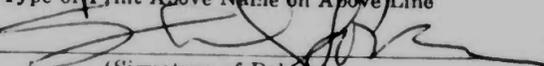
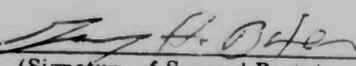
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X  John W. Steffey, President
(Signature of Debtor)

1 JOHN W STEFFEY
Type or Print Above Name on Above Line

X  (Signature of Debtor)  (Signature of Secured Party)

STANLEY LOVE Stanley Love, V.P. Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line Type or Print Above Signature on Above Line

1180

STATE OF MARYLAND

#3210-6
A.A. Co. 10.50

BOOK 517 125 34

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261047

RECORDED IN LIBER 496 FOLIO 258 ON 3/31/86 (DATE)

1. DEBTOR

Name Richard Smith

Address 517 Phipps Rd., Deale, MD 20751

2. SECURED PARTY

Name EJ Leasing Company

Address 600 Reisterstown Road

P.O. Box 21472

Baltimore, Md 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

#009260 0040 003 116:08

07/27/87

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE .50

#03690 0777 001 107:47

08/28/87

cl

Dated 7/17/87



(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

10.50

10.00 5

BOOK 517 PAGE 35

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 229800

RECORDED IN LIBER 419 FOLIO 106 ON December 3, 1979 (DATE)

1 DEBTOR: Name John Eugene Manning Jr. & Ann Marie Manning

Address 1723 Fairhill Dr., Edgewater, Md 21037
Citizens Bank and Trust Company of Maryland, Successor to

2 SECURED PARTY: Name Peoples Security Bank of Maryland

Address 6200 Baltimore Blvd.
Riverdale, MD 20737

Person And Address To Whom Statement is To be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input checked="" type="checkbox"/></p>	<p>C. TERMINATION.....<input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
<p>1972 Trojan 30', Hull #3102076, Official #553513 Twin 225hp Chrysler engines, #E149592 & 149598</p>		

RECORD FEE 10.00
POSTAGE .50
#023820 055 R02 T11:13
08/28/87

CK

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Dated July 18, 1987

George E. Ains
(Signature of Secured Party)

George E. Ains
Type or Print Above Name on Above Line

87-10

10/2
JP

RETURN TO

3432 South River Terrace
Edgewater, MD 21037

FINANCING STATEMENT

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS
OF DEBTOR:

Chrisland Corporation
10645 Railroad Square
Suite 300
Fairfax, Virginia 22030

2. NAME AND ADDRESS
OF SECURED PARTY:

Dominion Bank of Northern Virginia,
National Association
8150 Leesburg Pike
Vienna, Virginia 22180

3. This Financing Statement covers the following types (or items) of property:

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto. CK

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land.

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the 28th day of August, 1987, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

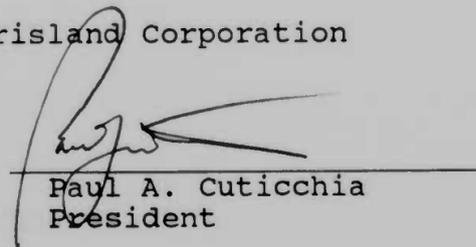
5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement Amendment Number Two of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:

Chrisland Corporation

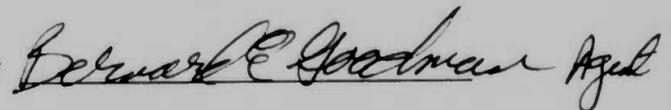
By


Paul A. Cuticchia
President

Secured Party:

Dominion Bank of Northern Virginia, National Association

By


Bernard E. Goodman Agent

Date: August 28, 1987

EXHIBIT A

TO FINANCING STATEMENT

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots numbered 52, 53, 54, 55, 56, 57, 58, 27, 28, 29, 29A and 30 as shown on a Plat entitled "Plat Two, Section Two, ANNAPOLIS COVE," as per plat of the same recorded among the Plat records of Anne Arundel County in Plat Book 97, pages 32 and 33.

After recording, Please Mail to:
Bernard E. Goodman, Esquire
8500 Leesburg Pike, Suite 7200
Vienna, Virginia 22180

a:chris.fin

267999

FINANCING STATEMENT

we

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$11,300.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept. Assessment & Taxation

5. Debtor(s) Name(s): Eastern Petroleum Corp. Address(es): 33 Hudson Street Collateral Held: McBee's Towing
Annapolis, Md. 21401 7500 Ridge Road
Hanover, Md. 21076

6. Secured Party: Maryland National Bank Address: Department Collateral Unit
XXXXXXXXXXXXXXXXXXXX P. O. Box 871
XXXXXXXXXXXXXXXXXXXX Annapolis, Md. 21404
 Attention: Lisa Keller
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Eastern Petroleum Corporation

Secured Party: Maryland National Bank

By: J. Kent McNew (Seal)
 Type name and title, if any: J. Kent McNew, President

By: Glenn L. Wilson (Seal)
 Type name and title: Glenn L. Wilson, Vice President

BOOK 513 PAGE 245

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

BOOK 517 PAGE 40

ALREADY ON INDEX

This is the Schedule A to

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
-

...513...
LIBER

...244...
FOLIO

Page missing
CHANGE LIBER AND FOLIO TO

dated April 21, 1987 and executed by Eastern Petroleum Corporation

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s)

Property Description (continued)

- 3 - R261-1 dual one product remanufactured dispensers with preset S/N #BS5393, CS5404, CS5408
- 1 - TMS800F-20 six hose console S/N 8223
- 2 - 63GFPMYELO Yellow 3 product pole Mount Sign W/15" #'2 R/U/PU 9/10 Panel

GRANTOR/DEBTOR

By *Eastern Petroleum Corp* (SEAL)
Name *J. Kent McNew*
Title *President*

GRANTOR/DEBTOR

By _____ (SEAL)
Name: _____
Title: _____

CLERK If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203

Anne Arundel County, MD.

STATE OF MARYLAND
BOOK 517 PAGE 41

BOOK 513 PAGE 246

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 268000

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated April 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Autometric, Inc.

Address 1190 Winterson Rd, 400 Airport Square #14, Linthicum, MD 21090

2. ~~SECUROR~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Toshiba Perception PBX System consisting of:
7 trunk lines, 14 EKT plus console, 56 S.L., 1 Key Service Unit (SCIF),
40 2,500 desk TAP telephones (It ash); 1 2,500 extension station
card; 3 2,500 wall TAP telephones (It ash) ; 10 San Bar Lines (SCIF)
10 Teflon cable runs.

Name and address of Assignee

Lessee Will Purchase At end of Contract - Not Subject to Recordation Tax.....

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chester R. Harding, Jr.

(Signature of ~~DEBTOR~~) Lessee

Chester R. Harding, Jr.

Type or Print Above Name on Above Line

Chester R. Harding, Jr.

(Signature of ~~DEBTOR~~ Lessee

Chester R. Harding, Jr.

Type or Print Above Signature on Above Line

Gary H. Boxer

(Signature of ~~SECUROR~~) Lessor

Gary H. Boxer

Type or Print Above Signature on Above Line
Vice President

1100
one
504
partly

u

ALREADY ON INDEX

517

41-A

513
LIBER

246
FOLIO

page missing
CHANGE LIBER AND FOLIO TO

517
LIBER

41
FOLIO

COTT

GRANTEE

MICRO-11

GRANTOR

PINK

000073

Anne Arundel County
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ramsey, Inc.
Address 5910 Vacation Lane Deale, MD 20751

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
#002140 0040 R03 115:31
08/28/87
CK

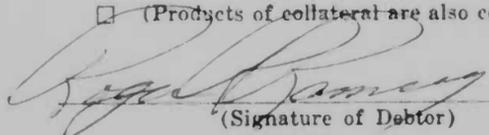
3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

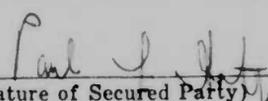
ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)


(Signature of Debtor)
Roger R. Ramsey, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.

(Signature of Secured Party)
PAUL J. HOLZ - Agent
Type or Print Above Signature on Above Line

Mail to ITT Commercial

110

000079

BOOK 517 PAGE 43

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Sales Support Company, Inc. 8901 Herrmann Drive Columbia, MD 21045	2. Secured Party(ies) and address(es) Riggs National Bank of Washington, DC 808 17th & H Streets, NW Washington, DC 20006	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1987 Chevrolet Celebrity - S/N 1G1AW51R9HG188378		RECORD FEE 11.00 #002250 0040 R03 T11:57 08/31/87 CK
		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, Maryland
 Charles E. Nolte, Secretary-Treasurer
 Sales Support Company, Inc.

Katherine Manning, Vice President
 Riggs National Bank of Washington, DC

By: Charles E. Nolte
 Signature(s) of Debtor(s)

By: Katherine Manning
 Signature(s) of Secured Party(ies)

11.03 (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 517 PAGE 44

200000

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

The Coffee Merchant
74 Annapolis Hall
Annapolis, MD 21401

The White Coffee Corp.
18-35 38TH Street
Long Island City, NY 11105

4 This financing statement covers the following types (or items) of property

10ea Lucite Cube 15LB.

5 Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

POSTAGE .50

#002270 0040 R03 T11:59

08/31/87

CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

The Coffee Merchant.

White Coffee Corp.

By: Donald M. Collins
Signature(s) of Debtor(s)

President
Title

By: [Signature]
Signature(s) of Secured Party(ies)

Pres.
Title

11.50 (1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11.50

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Nursery Foods Ltd.	2. Debtor(s) Complete Address(es) 1-3 1-3 Nursery Rd, PLACE Baltimore Md. 21225	7/20/90
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property (Describe) One York Model #DICE060A Serial #NETM178588 5 ton Air-Conditioner		
		RECORD FEE 11.00 RECORD TAX 31.50 POSTAGE .50 #002330 0040 R03 112:01 08/31/87 CK
8a. (X) Proceeds are also covered.	8b. () Products of collateral are also covered.	No. of additional sheets presented.
Filed with CIRCUIT COURT CLERK OF Anne Arundle		County; Other SDAT
9. Transaction is (X), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 4,500.00		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) Nursery Foods Ltd.		
X. Theodore S. Phillips Jr. Pres. Signature(s) of Secured Party(ies) or Assignee(s)		
		By Asst Treas. (Title)
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		Printed in U. S. A.

6171 1252

315 50

11.00 31.50 .50

200002

STATE OF MARYLAND

BOOK 517 PAGE 46

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 75,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$525.00.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MDB Trucking, Inc.

Address 1733 Friar Court Crofton, MD 21114

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 525.00
POSTAGE .50
#002360 0040 R03 T12:03
08/31/87
CR

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MDB Trucking, Inc.

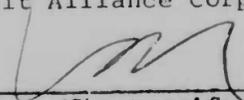
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation


(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

1700
525.00
R

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of August, 1987 by and between

MDB Trucking, Inc., having its principal place of business at
1733 Priar Court Crofton, MD 21114

Mortgagor and Credit Alliance Corporation

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever, PROVIDED however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1 1/2% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion, may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding, either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment, Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-complaint which Mortgagee may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee, agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate. However, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

MDB Trucking, Inc.

Mortgagor

(Seal)

Secretary

By Melody D. Boorman, Pres. (Title)

STATE OF Maryland
COUNTY OF Anne Arundel

} SS

Melody D. Boorman

being duly sworn, deposes and says:

1. He is the President of MDB Trucking, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____ 19 _____

Melody D. Boorman

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this

_____ day of _____ 19 _____ in (Place) _____ in said County, before me personally appeared

_____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President of _____
MDB Trucking, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 11, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Dump Truck with 14' Steel Dump Body	1987	LT9000	1FDZU90W2HVA32768
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

MDB Trucking, Inc.

By: _____

By: Melody D. Boorman
Pres

200003

602-2931

PRINT OR TYPE ALL INFORMATION

BOOK 517 PAGE 50

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 12.00
POSTAGE .50

Index numbers of subsequent statements (For office use only)

#002470 0040 R03 112-13
08/31/87

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

John Otto Blazek
Priscilla Mae Blazek
Patuxent Mobile Estates, Lot #28
Sands Road
Lothian, Md. 20820

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Virginia 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1987 Commodore/ Nova Classic, 60X14, 3Br., serial #AL23092A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

John Otto Blazek
Priscilla Mae Blazek
Signature of Debtor if applicable (Date) 7-14-87

Kelly A. Blazek 7/15/87
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

12.50

Revised 7-1-82

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266173

RECORDED IN LIBER 508 FOLIO 424 ON 10-20-86 (DATE)

1. DEBTOR

Name Pappa Rudy's Pizza - Pasta Inc.
Address P.O. Box 11634 Glen Burnie, MD 21061

2. SECURED PARTY

Name The Talbot Bank of Easton, Maryland
Address 18 Dover Street
Easton, MD 21601

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any)

#002480 C040 R03 T12:14

09/31/87

CHECK FORM OF STATEMENT

<p><input checked="" type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: <u>reconciliation</u> (Indicate whether amendment, termination, etc.)</p>

Dated 7-28-87

Sandra G. Wilson
(Signature of Secured Party)

Sandra G. Wilson
Type or Print Above Name on Above Line

10.50

269001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated August 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Master Musicians, Inc.
Address 1900 Fairfax Crossing, Annapolis, MD 21401

2. SECURED PARTY

Name Mobile Music, Inc.
Address 490 Easton Road, Horsham, PA 19044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory consisting of band and orchestral instruments and supplies delivered or caused to be delivered by Secured Party to Debtor on a sale or return, or sale on approval basis, or for rental and/or sale. Said instruments and supplies remain the property of the Secured Party.

RECORD FEE 11.00
POSTAGE .50
#025550 C237 R02 T12:57
08/31/87
OK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jonas Aronson, President
(Signature of Debtor)

Jonas Aronson, President
Type or Print Above Name on Above Line
MASTER MUSICIANS, INC.

(Signature of Debtor)

Type or Print Above Signature on Above Line

By Randall E. Steffens
(Signature of Secured Party)

Randall E. Steffens, Treasurer
Type or Print Above Signature on Above Line
MOBILE MUSIC, INC.

11:30

STATE OF MARYLAND

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253531

RECORDED IN LIBER 477 FOLIO 121 ON Aug. 22, 1984 (DATE)

1. DEBTOR

Name Crazy Horse Enterprises
Address 8201 Ritchie Hgwy., Pasadena, MD 21122

2. SECURED PARTY

Name L. Leasing Company
Address 601 Registerstown Road
P.O. Box 21472
Baltimore, Md 21208
Name and Address To Which Statement Is To Be Returned If Different From Above:

RECORD FEE 10.00
POSTAGE .50
#025760 0237 R02 T15:05
08/31/87

AL

3. MATTER (Date of origination (if any))

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated 7/30/87

F. Jed
(Signature of Secured Party)
F. Jed

Type or Print Above Name on Above Line

10.50

AA
00
#18750

000005

BOOK 517 PAGE 54

FINANCING STATEMENT

RECORD FEE 12.00
RECORD TAX 175.00
POSTAGE .50
#025870 0237 R02 T15:07
08/31/87
CK

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of 100,000.00 Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co., dtd 8-6-87, \$175.00

5. Debtor(s) Name(s): Georgette, Inc. t/a American Hardware Supply Address(es): 224 Mountain Road
Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank Address: Department: LDRU
Post Office Box 987, Mailstop 022801
Baltimore, Maryland 21203

(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property), (Continued on Schedule A)

Debtor: Georgette, Inc. t/a American Hardware Supply

Secured Party: Maryland National Bank

By: George E. Peverly (Seal)
Type name and title, if any George E. Peverly, Pres.

By: Frederick G. Botti (Seal)

By: Michele R. Peverly (Seal)
Type name and title, if any Michele R. Peverly, Vice Pres.

Frederick G. Botti Vice President
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

12.00
175.00
175.50

1622984-9001

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date:

M.N.R.
AUG 04 '87
LDRS

TO: CLERK

RE: Georgette, Inc.
T/A American Hardware Supply

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of exempt Collateral \$ 112,500.00
- 2. Value non-exempt Collateral \$ 37,500.00
- 3. Value of Total Collateral \$ 150,000.00
- 4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ <u>112,500.00</u>		\$ <u>100,000.00</u>		= \$ <u>75,000.00</u>
\$ <u>150,000.00</u>				

- 5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt
- \$ 100,000.00 - \$ 75,000.00 = \$ 25,000.00

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	X	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
\$ <u>25,000.00</u>		\$ <u>7.00</u>		= \$ <u>175.00</u>

By: Michelle R Peverley

BOOK 517 PAGE 56

200073

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Major Vend Incorporated 1548 Lodge Pole Ct. Annapolis, MD 21401	2. Secured Party(ies) and address(es) State Sales & Service Corp. 7160 Ambassador Road Baltimore, MD 21207	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #025980 C337 R02 T15:08 08/31/87
---	---	--

4. This financing statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE "A"

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
FIRESTONE FINANCIAL CORP.
38 Glen Avenue
P.O. Box 789
Newton Centre, MA 02159

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

Major Vend Incorporated
 By: Louis Chernuck
 Signature(s) of Debtor(s)
 Louis Chernuck, President
 (1) Filing Officer Copy - Alphabetical

State Sales & Service Corporation
 By: Stephen B. Koenigsberg
 Signature(s) of Secured Party(ies)
 Stephen B. Koenigsberg, Exec., V.P.

STANDARD FORM - FORM UCC-1.

SCHEDULE 'A'

BOOK **517** PAGE **57**

Page ___ of ___

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated
(Strike out inapplicable references)

August 5, 19 87, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	AMOUNT
1	Rowe 4900s Snack Vend 40 Sel	Rowe	14418	\$2,959.00
1	Mars Micro Mech Coin Changer 5000	Mars	612-45750	250.00
1	Rowe 499 Mini Snack Vendor	Rowe	3927	695.00
1	Mars MC 6200 Changer	Mars	702-05941	203.00
1	Rowe 4900s Snack Vend 40 Sel	Rowe	14770	2,959.00
1	Mars Micro Mech Coin Changer MC 5000	Mars	702-08349	250.00
1	RMI Lg/DH Hot Drink Vend 14 Sel	RMI	93204	2,585.00
1	Rowe 4900s-5 Snack 25 Sel	Rowe	2422	1,885.00
1	Mars Micro Mech Coin Changer MC 5000	Mars	704-04150	226.00
1	Rowe B.C.-1 Changer w/lock	Rowe	6176	1,435.00
1	Rowe B.C.-1 Base	Rowe	2109	95.00
1	Rowe 4900s Snack 35 Sel	Rowe	15685	2,886.00
1	Mars Micro Mech Coin Changer MC 5000	Mars	704-03752	226.00
1	Mars TRC 6000 Coin Changer	Mars	705-11594	226.00
1	Rowe 4900s Snack 35 Sel,AW w/RBA	Rowe	16360	2,886.00
				19,766.00
			MD TAX	988.30
				<u>20,754.30</u>

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.
(Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

State Sales & Service Corporation (L. S.)
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)
Stephen B. Koenigsberg, Exec., V.P.

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

Major Vend Incorporated (L. S.)
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)
Louis Chernuck, President

STATE OF MARYLAND
Anne Arundel Co.
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 58

Identifying File No. 250007

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee

Name Atland Title Co.
Address 2098 Generals Highway, Annapolis, MD 21401

2. ~~XXXXXXXXXXXX~~ Lessor

Name Dominion Leasing Corporation
Address P. O. Drawer 13327, Roanoke, VA 22040

RECORD FEE 11.00
STAMP .50
OFFICE CITY 901 708128
06/16/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEC telephone System Consisting of: 1 3-line, 16 -station KSU; 1 CPU-NB; 1 Main KSU MDA Adaptor card; 1 Main KSU pwr sup; 1 NEC 4-line, 16-station expansion; 3 CO Line cards; 1 busy lamp card; 3 tone dial card; 1 Exp KSU MDA Adaptor card; 1 EXP KSU pwr Sup; 1 AC surge protector; 1 EXEC EKT Interface card; 4 EKT phone interface card; 3 Switch matrix card; 1 Enhanced DSS/ w/busy lamp; 2 Exec Hands Free Units; 14 Enhanced EKT phone; 2 EXEC Off Hook Ann Keyset

Lessee will purchase at end of contract... Not subject to Recordation Tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- 1150 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X CAROLE M. TURNER President

(Signature of ~~XXXXXX~~
Carole M. Turner
Type or Print Above Name on Above Line

X JOHN B. CROWE - Chairman

(Signature of ~~XXXXXX~~ Lessee
John B. Crowe
Type or Print Above Signature on Above Line

(Signature of ~~XXXXXX~~ Lessor
Gary H. Boxer

Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

FINANCING STATEMENT

BOOK 517 PAGE 59

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 134.00
 POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.

By: Thomas D. O'Brien (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

517 59A

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Century by Glasstream	Century 4500 CLX	GSYTL053G788

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

517 60
200 127

FINANCING STATEMENT

DATE: August 25, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Foliage Design Systems of Baltimore, Inc.

ADDRESS: 1241 Generals Highway
Crownsville, Maryland 21032

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All furniture, fixtures, equipment, inventory, accounts receivables now owned and hereafter acquired, excluding motor vehicles

RECORD FEE 11.00
POSTAGE .50
ANNAPOLIS CT77 801 109+33
09/01/87

DEBTOR(S):

SECURED PARTY:

Foliage Design Systems of Baltimore, Inc. ANNAPOLIS FEDERAL SAVINGS BANK
(Company Name)

BY: *Collette Storck*
Collette Storck, President

BY: _____

BY: *Paul R. O'Connell*
(Authorized Signature)

BY: _____

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.80

FINANCING STATEMENT

- 1. To be recorded in the Land records.
- 2. To be recorded among the Financing Statement records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on the initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

200-103

6. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

7. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50
 #4-230 0777 801 708420
 09/01/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, acquired, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.
 By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

BOOK 517 PAGE 02

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Century	Mirada	GSYPF050F788

200110

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) John M Speake Jr / Riverside Farms 8125 Solley Rd Pasadena, Md. 21122	2. Secured Party(ies) and Address(es) Ford Motor Credit Corp. P.O. Box 637 Mechanicsburg, Va. 23111
---	--

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00

3. This Financing Statement covers the following types (or items) of personal property:

- 1. Used 1981 New Holland Chopper model 892 - Ser # 426584
- 1. used 1980 New Holland Header model 830A2 - Ser # 202868

FARM EG

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

X John M. Speake Jr
(SIGNATURE OF DEBTOR)

Ford Motor Credit Corp
(NAME OF SECURED PARTY)
Agent for Ford Motor Credit Corp
Charles Mitchell

(SIGNATURE OF DEBTOR)

11



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Hyatt, Arnold I. & Sheila S. 8245 Brattle Road Baltimore, MD 21208	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filr.,
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4. This statement refers to original Financing Statement bearing File No. liber 466 pg 586 249472
Filed with Anne Arundel Date Filed 10-24 1983

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

RECEIVED FEE 10.00
 BUSINESS UNIT NO. 708431
 10/24/83
 SA
 10/21/83

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Berkeley Federal Savings & Loan Assoc.
[Signature] Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

15

200 117

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 47,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel.

5. Debtor(s) Name(s) Michael L. Mann, D.D.S. Address(es) 420 S. Crain Hwy., Suite 6
Glen Burnie, Md. 21061

6. Secured Party PROVIDENT BANK OF MARYLAND Address P.O. Box 1061
Baltimore, MD 21203 1061
Attention: D. Krugman - HQCM
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, arise as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Michael L. Mann (Seal) _____ (Seal)
Michael L. Mann _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13
309
-50

SCHEDULE "A"

1	Adec	20/20 Unit
1	Adec	Built in Scaler
2	GE	900 Xray
1	Bio Tec	L-5 Support Center
1	Bio Tec	Hygen Support Center
1	Air Tech	#66 Compressor
<hr/>		
1	DS	MVS 4.0 w/built in regulator
1	Fisher	Automatic Processor with/day Light Loader
1	Baldor	Lathe - 2 speed
1	Chayes	#32A Model Timer
1	Patterson	Autoclave
1	LR	T-14 Ultrasonic Cleaner w/Timer
1	COR	Plaster Tray
1	Whip M	Vacu Spat
3	COE	Plaster Bin - 3 Section
1	Hanau	Alcohol Torch
3	Star	X-Ray View Box - Desk/beige
2	Adec	Doctor's Lower Preference
2	Adec	Doctor's Upper Preference
3	Adec	Assistant's Wall Mounted Unit
1	Adec	Dual Preference
1	Adec	Assistant's Upper Preference
2	Adec	Assistant's Lower Preference
3	Dental EZ	Elegan Chair

2830 1444
2815 1458

1	Dental EZ	Advantage Chair	BOOK 517	PAGE 67
3	Adec	Gravity Train Cuspidor		
3	Adec	Chair Mount Adaptors for Cuspidor and Light		
3	Pelton	Light Post Extensions		
4	Pelton	Unit Mounted Light		
2	Air Tech	Booster Transformer for Vacuum Pump Air Compressor		

2830 1445
2830 1445

BOOK 517 VOL 68

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 77,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$539.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Matthews Construction Company, Inc.

Address 651 Queenstown Road Severn, MD 21144

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 539.00
POSTAGE .50
MAY 27 11 01 AM '84
24/01/87

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Matthews Construction Company, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

17
539.00

CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

BOOK 517 PAGE 69

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 5th day of AUGUST, 1987 by and betweenMatthews Construction Company, Inc., having its principal place of business at
651 Queenstown Rd. Severn, MD 21144Mortgagor and Credit Alliance Corporation

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

bank's prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased, respectively) on the effective date of any such change in prime rate to the extent of .10% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Junilda Matthews
Secretary

Matthews Construction Company, Inc. (Seal)
Mortgagor
By *Ronald G. Matthews*
(Title)

STATE OF **Maryland**
COUNTY OF **Anne Arundel**

Ronald G. Matthews being duly sworn, deposes and says
of **Matthews Construction Company, Inc.**

1. He is the **Treasurer** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description, (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 5th day of AUGUST 19 87
Howard L. Jester, Jr.
NOTARY PUBLIC

Ronald G. Matthews

STATE OF Maryland COUNTY OF Anne Arundel SS
I, Howard L. Jester, Jr. a Notary Public duly qualified in and for said County and State, do hereby certify that on this 5th day of August 19 87 in (Place) Anne Arundel in said County, before me personally appeared Ronald G. Matthews to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of Matthews Construction Company, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
--	---	---

Given under and witness my hand and official seal the day and year in this certificate first above written.
Howard L. Jester, Jr. NOTARY PUBLIC
HOWARD L. JESTER, JR.
Notary Public
Montgomery Co., MD
My Comm. Exps. July 1, 1990

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated AUGUST 5, 1 1987 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Mack Tandem Dum Truck with 14' Benson Aluminum Dump Body	1987	RD686SX	1M2P140C8HA016686
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Matthews Construction Company, Inc.

By: *Keneth A. Matthews*

200111

BOOK 517 PAGE 72

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1. Debtor(s) (Last Name First) and Address(es):
 MARJORIE L. SIMPSON
 BOX 192B BOONES DRIVE
 LOTHIAN, MD 20711

2. Secured Party(ies) Name(s) and Address(es):
 JOY REAL ESTATE
 6500 OLD BRANCH AVE.
 TEMPLE HILLS, MD 20784

3. The Debtor is a transmitting utility.

4. For Filing Officer Use Only: Date, Time, No. Filing Office: _____

5. This Financing Statement covers the following types of items of property:
 1979 EATON PARK 8692
 56 X 24 ~~RD~~ REDMAN Rooms
 TO INCLUDE ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES, THERETO AND THEREIN, INCLUDING, BUT NOT LIMITED TO THESE ITEMS SPECIFIED IN THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL SECURITY AGREEMENT.

6. Assignee(s) of Secured Party and Address(es):
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner: _____

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

MARJORIE L. SIMPSON 219-48-7081 Crescent Financial, Inc.
 By *Marjorie L. Simpson* Signature(s) of Debtor(s) By *James Jones* Signature(s) of Secured Party(ies)
 (3/83) (1) FILING OFFICER COPY - NUMERICAL (Required only if Item 10 is checked)
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

BOOK 517 PAGE 73
FORM UCC-1

200115

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 3/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McLAUGHLIN, HERSHEL D. & RUTH A.

Address 815 BIDDLE RD. GLEN BURNIE MD 21061

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/30/97

4. This financing statement covers the following types (or items) of property: (list)

12' x 24' KAYAK AWARD WINNING POOL

Above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

6. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 815 Biddle Rd., Glen Burnie, Maryland 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Hershel D. McLaughlin
(Signature of Debtor)

Hershel D. McLaughlin
Type or Print Above Signature on Above Line

X Ruth A. McLaughlin
(Signature of Debtor)

Ruth A. McLaughlin
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

1080

200116

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/3/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael L., & Deborah L. McCauley

Address 34 Aquahart Rd., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/25/90

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - 20 X 12 above ground and all attached thereto

RECORD FEE 12.00
POSTAGE .50
APR 15 1987 07:01/87

CHECK THE LINES WHICH APPLY

5. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 34 Aquahart Rd., Glen Burnie, Maryland 21061

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Michael L. McCauley
(Signature of Debtor)

Michael L. McCauley
Type or Print Above Signature on Above Line

Deborah L. McCauley
(Signature of Debtor)

Deborah L. McCauley
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

12.80

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 200117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/6/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William J. & Mary E. Foster
Address 573 Rita Dr., Odenton, Md. 21113

2. SECURED PARTY

Name Kayak Manufacturing Corp.
Address 496 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/13/94

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool - 12 X 20 above ground and all attached thereto

RECORD FEE 12.00
POSTAGE .50
MAY 10 1987 101 T03148
09/01/87

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 573 Rita Dr., Odenton, Md. 21113

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signatures of William J. Foster and Mary E. Foster with printed names below.

Kayak Manufacturing Corp.

Handwritten signature of Keith Miller with printed name: Keith Miller, Mgr. signing for Kayak Mfg. Corp.

Handwritten note: 12.50

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/4/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LOUISE MARR BANKSTON

Address 901 SHORE ACRES RD. 901 Shore Acres Rd., Arnold, Md. 21012

2. SECURED PARTY

Name KAYAK Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/30/92

4. This financing statement covers the following types (or items) of property: (list)

KAYAK A.W.P.

SA 24x16 - OTD 34x20

and all attached thereto

RECORD FEE 11.00
POSTAGE .50
SEARCH FEE 1.00
TOTAL 12.50

CHECK THE LINES WHICH APPLY

6. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 901 Shore Acres Rd., Arnold, Md. 21012

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Louise M. Bankston
(Signature of Debtor)

Louise M. Bankston
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.

Type or Print Above Name on Above Line

11/50



UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

200110

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Collegiate Marketing and Communications Inc.	2. Debtor(s) Complete Address(es) 6001 Montrose Road Rockville, Maryland 20852	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 - 15th Street, N.W. Washington, D.C. 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	

7. This financing statement covers the following types (or items) of property: (Describe)

All of the borrowers present and future accounts receivables now existing and hereafter arising and all increases, substitutions, replacements and additions to the foregoing and all proceeds thereof.

RECORD FEE 11.00
POSTAGE .50
MONTGOMERY COUNTY 708185
11/1/87

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Montgomery County County; Other

9. Transaction is (), is not (xx), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.

10. This statement is to be returned after recordation to: First American Bank, N.A.
5351 Wisconsin Ave, N.W.
Washington, D.C. 20015
Attention: Monica S. Margulies

Signature(s) of Debtor(s) COLLEGIATE MARKETING & COMMUNICATIONS Inc. By: <u>Daniel M. Snyder</u> Chairman of the Board	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by: <u>Monica S. Margulies</u> Vice President
---	--

BOOK 517 PAGE 78

NOT USED

9/1/87

S/b Land

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 79

Identifying File No. 253 120

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/20/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mil-Tech Machine Inc.
Address 7524 Connelly Drive Hanover, MD 21076

2. SECURED PARTY

Name Chesbay Credit
Address 7146 Montevideo Road
Jessup, MD 20794

RECORD FEE 11.00
POSTAGE .50
SEARCH FEE 1.00
TOTAL 12.50
08/20/87

Person And Address To Whom Statement Is To Be Returned If Different From Above:

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- Matsutra 760V/YASNAC 3000G Machining Center, serial no. 81072187
- 12" Tsudakoma Rotary Table with Tailstock
- Tooling Package including 30 Toolholders, 2 6" Vises, 5 Drill Chucks, 8 Collets, etc.

- CONDITIONAL SALES CONTRACT -

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stewart Huffaker
(Signature of Debtor)

Stewart Huffaker, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wilbur C. Burroughs
(Signature of Secured Party)

Wilbur C. Burroughs, President
Type or Print Above Signature on Above Line

11/80

BOOK 517 PAGE 80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253085

RECORDED IN LIBER 476 FOLIO 1 ON August 3, 1984 (DATE)

1. DEBTOR

(Now known as Brooklyn Park

Name BROOKLYN PARK ASSOCIATES Associates Limited Partnership)

Address c/o Hicks & Rotner, 2360 W. Joppa Rd, Lutherville, MD 21093

2. SECURED PARTY

(Formerly known as Eastern

Name EASTERN SAVINGS BANK, fsb Savings Association)

Address 30 East Padonia Rd, Timonium, Maryland 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above, in the following property: <u>All property described in original statement</u></p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p>
<p><input type="checkbox"/> E. TERMINATION STATEMENT []</p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

Assignee: Provident Bank of Maryland
114 East Lexington Street
Baltimore, Maryland 21202

Assignor:

EASTERN SAVINGS BANK, fsb

By: R. M. Louis

After recording return to:

Jeffrey P. McCormack
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, Maryland 21201

M 10.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

George E. Rollins
Clara E. Rollins

2987 Conway Rd.
Odenton, MD 21113

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

Used 1977 Virginian, 70x14, S/N 15602, Color-Gold/Tan

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

George S. Rollins
GEORGE S. ROLLINS

Clara E. Rollins
CLARA E. ROLLINS

THE SAVINGS BANK OF BALTIMORE

BY Juanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~JAMES M. BRADY~~, James M
Address 8342 A DEER RUN CT, SEVERN, 21144

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC.
P.O. BOX 216
Address WYE MILLS, MD 21679
301-820-2111

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

MF 1030 COMPACT TRACTOR
SIN 42012
MF 1016 LOADER
SIN 1430

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

40-19057-8704991

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not Subject to redecoration tax farm equipment

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

James M. Brady
(Signature of Debtor)

JAMES M. BRADY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Laurie G. Budley
(Signature of Secured Party)

LAURIE G. BUDLEY / TIDEWATER TRACTOR, INC.
Type or Print Above Signature on Above Line

11.50

200 104

BOOK 517 PAGE 83

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

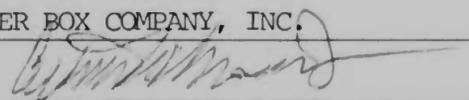
1. Debtor(s) (Last Name First) and address(es) DIXIE PAPER BOX COMPANY, INC. 7358 Baltimore-Annapolis Blvd. P.O. Box 820 Glen Burnie, MD 21061-0820	2. Secured Party(ies) and address(es) TSC Leasing Corporation 444 Earhart Way Livermore, CA 94550	For Filing Officer (Date, Time, Number and Filing Office) RECORDING FEE 11.00 NOTARIAL FEE 1.00 NOTARIAL LETTER AND RETURN 1.00
---	--	--

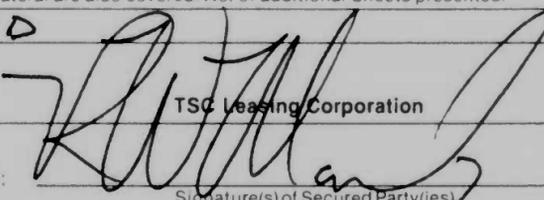
4. This financing statement covers the following types (or items) of property:
This financing statement covers the following described equipment
One (1) New COVALENT Computer System complete with:
See attached called Addendum A.
together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.
The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.
NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: **ANNE ARUNDEL COUNTY, MD**

DIXIE PAPER BOX COMPANY, INC.
 By: 
 Signature(s) of Debtor(s)
ARTHUR N. MORRIS, CHAIRMAN

TSC Leasing Corporation
 By: 
 Signature(s) of Secured Party(ies)
R.W. MARKS, CREDIT SUPERVISOR

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

11-80

ATTACHMENT FOR UCC-1

BOOK 517 PAGE 81 ADDENDUM A

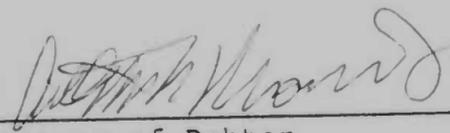
This financing statement covers the following described equipment

ONE (1) COVALENT COMPUTER UPGRADE MORE FULLY DESCRIBED AS FOLLOWS:		
1	450	Base System #450
8	1220	ShopStations
5	1420	OfficeStations
1	1625	Printer
1	1645	Letter Quality Printer
1	2940	PC Connect
1	2260	Inventory
1	2170	General Accounting

together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.

The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lesses, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

DIXIE PAPER BOX COMPANY, INC.

By: 
Signature of Debtor

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 85

Identifying File No. AA COUNTY 11-50 200 123 Cmc2

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEDCO, Inc.
Address 8439 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .50
MAY 10 1987
15/01/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Three (3) new 1987 International Model 1853 school buses S/N's 1HVLPCFN7HH491672, 1HVLPCFN5HH491671, 1HVLPCFN5JH522407, with 66 passenger Thomas school bus body with diesel engine and automatic transmission. The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PEDCO, Inc.
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1/50

Butler Leasing Company

BOOK 517 PAGE 86

FINANCING STATEMENT (FORM UCC-1)

200 100

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): Champion Realty Inc.
541-B Baltimore Annapolis Blvd.
Severna Park, Md. 21146

LESSOR (SECURED PARTY): BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
P. O. Box 609
Columbia, Maryland 21045-0609

ASSIGNEE OF LESSOR: Commercial/Consumer Loan Dept.
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ANNAPOLIS
1832 George Avenue
Annapolis, MD 21401

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

See attached Schedule of Equipment.

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):
Champion Realty Inc.

BY: Carol M. Goss
Controller

PRINT NAME & TITLE

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 609
Columbia, MD 21045-0609

204
D-05-1

1750

19

EQUIPMENT LIST

BOOK 517 PAGE 87

QUANTITY	DESCRIPTION (include model number, catalog number, serial number, etc.)
1	Inter-tel GX Telephone System
1	Key Service Unit with power supply
1	A.C. Line Surge Protector
1	Block Lightning Protection
4	COU Cards
6	Station A Cards
2	DSS/BLF
45	Key Sets installed - equipment from other location
2	SLT with TAP feature ash color - desk type
1	Citizen Printer
7	12 Foot Handset Cords
1	FM tuner with dipole antenna
	EQUIPMENT TO BE LOCATED: 541-B BALTIMORE ANNAPOLIS BLVD. SEVERNA PARK, MD. 21146
1	Inter-tel GX telephone System
1	GX Key Service Unit and power Supply
120	Teflon cable runs
1	Conference Card
1	Modem III Card
15	Station A Cards
8	COU Cards
115	GX Display Telephones
10	GX DSS/BLS
1	Battery Back Up
6	Single line Tap phones
1	Citizen Printer
	EQUIPMENT TO BE LOCATED: 2660 RIVA RD. ANNAPOLIS, MD. 21401

EQUIPMENT LIST

BOOK 517 PAGE 88

QUANTITY	DESCRIPTION (include model number, catalog number, serial number, etc.)
1	Inter-tel GX key service unit and power supply
1	Conference Card
1	Modem II Card
7	Station A Cards for electronic key telephones and DSS
3	COU Cards
46	Prewired locations for GX telephones
3	GX DSS/BLF
1	C.O. Lightning protection
1	Battery Back Up
1	Citizen printer for SMDA
3	Prewires for computer
1	Music on hold tuner
1	Orator
	EQUIPMENT TO BE LOCATED: 21 KENT TOWNE MARKET, CHESTER, MD. 21629
1	GX Telephone System
1	GX Key Service Unit and power Supply
1	Conference Card
1	Modem III Card
15	Station A Cards
7	CPO Cards
115	GX Display Telephones
10	GX DSS/BLF
1	CC Lightning protection for 26 lines
1	Battery Back up
1	Citizen Printer for SMDA
6	Single Line telephones with tap Button
	EQUIPMENT TO BE LOCATED: 44 MOUNTAIN RD., PASADENA, MD. 21061

EQUIPMENT LIST

BOOK 517 PAGE 89

QUANTITY	DESCRIPTION (include model number, catalog number, serial number, etc.)
1	Inter-tel GX Telephone System
1	Key Service Unit
1	Conference card
1	Modem II Card
15	Station A Cards
8	COU Cards
115	GX Display Telephones (115)
10	DSS/BLF
1	Lightning Protection (block)
7	Single CO lightning protection
1	Battery Back up
1	Citizen Printer
4	Single line telephones Tap desk
1	A.C. line surge protector
<p>EQUIPMENT TO BE LOCATED: 541-A BALTIMORE ANNAPOLIS BLVD. SEVERNA PARK, MD. 21146</p>	

BOOK 517 PAGE 91

Attachment A to Financing Statement for Laurel Apartments Limited Partnership

washers, dryers, ranges, refrigerators, lawn mowing equipment and other equipment and furnishings, inventory, income and revenue now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor. All proceeds received from the sale or other disposition of the aforementioned collateral is also covered. Disposition of such collateral is not hereby authorized.

200-100

BOOK 517 PAGE 92

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: _____

1. Debtor(s) (Last Name First) and Address(es): HARRY S. CARTRELL JR., GINGER CARTRELL, 489 PATENT RD LOT 14, OXBORON, MD 21115

2. Secured Party(ies) Name(s) and Address(es): GREEN TREE ACCEPTANCE INC., 2200 WITZ BLVD # 245, WOODBRIDGE, VA 22191

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office: _____

5. This Financing Statement covers the following types (or items) of property: 1986 LIBERTY, 70 Y 14, SERIAL # 09420, TRUCK INCLUDING ALL FURNITURE, FEATURES, APPLIANCES, AND APPURTANANCES THEREIN AND THEREON, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCTS OF THE COLLATERAL ARE ALSO COVERED.

6. Assignee(s) of Secured Party and Address(es): _____

7. The described crops are growing or to be grown on. The described goods are or are to be affixed to. The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8)

8. Describe Real Estate Here: _____ This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner: _____

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

HARRY S. CARTRELL JR., GINGER CARTRELL, GREEN TREE ACCEPTANCE INC.

BY: *[Signature]* *[Signature]* *[Signature]* By *[Signature]*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)

(3-83) 12-50 (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

#6218

XX

FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST

BOOK 517 PAGE 93

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200120

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.
Address 133 Defense Hwy., Suite 206, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 207
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule 1 attached hereto and made a part hereof.

JA
RECORD FEE 11.00
POSTAGE .50
474111 277-001 TOP153
09/01/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

ANCHOR CAPITAL GROUP, INC.
JOHN W. HERSMAN PRESIDENT
(Signature of Debtor)

JOHN W. HERSMAN PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L. L. Summers
(Signature of Secured Party)

L. L. SUMMERS
Type or Print Above Signature on Above Line

1150

DIVERSIFIED LEASING, INC.
133 Defense Highway, Suite 207
Annapolis, MD 21401

BOOK 517 PAGE 94

SCHEDULE 1
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, the Continuing General Security Agreement ("Security Agreement) dated Aug 17, 1987 between the undersigned ("Debtor") and Diversified Leasing, Inc. ("Secured Party"):

(Describe Collateral fully, including year, make, model kind of unit, serial and motor numbers and any other pertinent information.)

- One (1) Table Top SB3672-01 WAL
- One (1) Base Chrome T-Bar GL25 CHR Pair
- Two (2) Chair Chrome (mist)DG C950-2504MT9 MI
- One (1) Wood Conf. Table DM7388-03 WAL
- Six (6) Chair (mah/grey) MD N32E81 Gry 3609
- One (1) 2 drawer lat. file 30" FX230 putty
- One (1) 2 drawer lat. file 36" putty

and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Security Agreement are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Security Agreement shall have the same meanings as are provided therefor in the Security Agreement.

Date: Aug 17, 1987

Anchor Capital Group, Inc.
Debtor

By: John A. Wynn President
Title

#6217

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.
FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

BOOK 517 PAGE 95

200101

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.

Address Suite 206, 133 Defense Highway, Annapolis, Md 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, Suite 207, Annapolis, Md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- Twelve (12) Parabolic Lenses,
- Three (3) Pairs Pinch Pleat Lined Drapes
- One (1) Pair Pinch Pleat Lined Drapes-Nile 64
- One (1) Pair Sheer pinch Pleat Drapes
- One (1) 72" Camelback Sofa
- One (1) Elko Merino Wool Arm Chair
- One (1) Three piece armless Sectional Sofa
- One (1) Library Table
- One (1) End Table
- One (1) Brass Lamp - One (1) Brass Pot

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anchor Capital Group, Inc.
John W. Herndon, President
(Signature of Debtor)

John W. Herndon, President
Type or Print Above Name on Above Line

John W. Herndon, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

L. L. Summers
(Signature of Secured Party)

L. L. Summers
Type or Print Above Signature on Above Line

1130

200102

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es) 1 THE SLEEP FACTORY 26 MOUNTAIN ROAD GLEN BURNIE MD 21061	2. Secured Party(ies) Name(s) and Address(es) DaLa Co., Inc. 14 Greenfield Road Lancaster, PA 17602	3. <input type="checkbox"/> The Debtor is a transmitting utility 4. For Filing Officer: Date, Time, No. Filing Office
---	--	--

5. This financing statement covers the following types (or items) of property:
COMMERCIAL TELEPHONE SYSTEMS
The equipment is owned by Secured Party and leased to Debtor under a lease dated 7-27-87; such equipment to be located at the real estate described below equipment, not to perfect a security interest

6. Assignee(s) of Secured Party and Address(es)
JH

7. The described crops are growing or to be grown on
 The described goods are or are to be affixed to
 The lumber to be cut or minerals or oil or gas
(including oil and gas) is on
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here. This statement is to be indexed in the Real Estate Records.
*Not subject to recordation tax.

9. Name of a Record Owner
XXXXXX
Anne Arundel

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this state, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

26 Mountain Rd. Glen Burnie
No. & Street Town or City
County Anne Arundel Section Block Lot

The Sleep Factory
Signature(s) of Debtor(s)
Reg. Div. Mgr.

DaLa Co., Inc.
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania
(1) FILING OFFICER COPY - NUMERICAL

Anne Arundel County

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 253385.....;

Record Reference: ~~Liber~~ Book 476 Folio Page 491.....;

Date of Filing: August 16, 1984

RECORD FEE 10.00
 POSTAGE .50
 4341830 E777 R01 T10406
 09-01/87

- 2. The name(s) and address(es) of the Debtor(s) is(are):

<u>Name of Debtor</u>	<u>Address</u>
Washington Stair and Iron Works, Inc.	2014 - 15th St., N. W. Washington, D. C. 20002 and 510 DiGiulian Blvd. Glen Burnie, Maryland 21061

- 3. The name and address of the Secured Party of Record is:

[Signature]
 THE CITIZENS NATIONAL BANK
 Fourth and Main Streets
 Laurel, Maryland 20707

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: August 20,, 19 87.

By: *[Signature]*
 Martin A. Sharpless
 Executive Vice President

Type or print all names and titles under signatures.

10.50

1150

 Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No. 209133
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Gene Lilly Custom Pools, Inc. 8195 Ritchie Highway Pasadena, Anne Arundel, MD 21122	Secured Party Name and Address John C. Louis Company, Incorporated 1805 Cherry Hill Road Baltimore, MD 21203	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New Melroe Bobcat Model 743 Skid Steer Loader s/n 33681		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Gene Lilly Custom Pools, Inc.</u>	Secured Party <u>John C. Louis Company, Incorporated</u>	
By <u>Eugene Lilly</u> (Seal) Title <u>PRES.</u>	By <u>W. Daves</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Eugene Lilly</u> Type or print name(s) of person(s) signing	<u>W. Daves</u> Type or print name of person signing	
5 SA 989D		

JFA

RECORD FEE 11.00
 POSTAGE .50
 RECEIVED BY 7 001 110407
 09/01/87

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jim's Air Tool & Equipment of Baltimore, Inc.

Address 823 Fairview Avenue, Linthicum Hts., MD 21090

2. SECURED PARTY

Name Reli Financial Corp.

Address P.O. Box 797, Northbrook, IL 60065

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

Name and address of Assignee

2 Energx LS2MH Mobile Lighting System w/Generator, 31708, 31705

2 Energx LT3000 Generator, 18813, 31358

6 Energx K3000 Generator, S/N 22083, 22078, 22082, 22080, 22077, 22075

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mail to

James W. Hood President (Signature of Debtor)

Jim's Air Tool & Equipment of Baltimore, Inc. Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Reli Financial Corp.

Type or Print Above Signature on Above Line

FILING FEES

Above Line

Illinois Code Company P.O. BOX 2969 Springfield, Illinois 62708 THANK

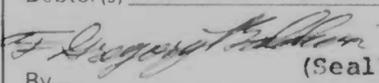
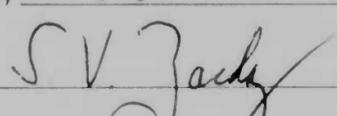
1182

11.00 .50 09/01/87

JA

11.50

209135

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Anne Arundel, MD 21401		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
ASSIGNOR AND SECURED PARTY C.I.T. Corporation		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>Part of Debtors Inventory</i>
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Benati Model 716 Crawler Loader s/n 716160		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Baldwin Service Center, Inc.		Secured Party The CIT Group/ Equipment Financing, Inc.
By  (Seal) Title <u>VP</u>		By 
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Gregory Baldwin</u>		<u>S. V. Zachary</u>
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>

RECORD FEE 11.00
 POSTAGE .30
 MARYLAND CIT FOL 710111
 09/01/87

JA

11.50

"Cardinal Industries, Inc.
 Laurel Motel
 Route 198
 Laurel, Maryland 20707"

BOOK 517 PAGE 101

SOVRAN
BANK

200103
 Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
1 Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd., Glen Burnie, MD 21061 and 2040 S. Hamilton Rd., Columbus, OH 43232

2 Secured Party SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

RECORDING FEE 13.00
 POSTAGE .50

3 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

01 NOV 14
 09/01/87

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

JA

Title Owner of Real Estate: _____

4 Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

CARDINAL INDUSTRIES, INC.

By: Dennis L. Stough

Joseph V. Collins

Type Name Dennis L. Stough

Joseph V. Collins

Title Assistant Vice-President

Vice-President/Mortgage Co.

Type or Print Name and Title of Each Signature

13.50

"Cardinal Industries, Inc.
Laurel Motel
Route 198
Laurel, Maryland 20707"

BOOK 517 PAGE 102

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

"Cardinal Industries, Inc.
Laurel Motel
Route 198
Laurel, Maryland 20707"

BOOK 517 PAGE 103

SCHEDULE B

Finished building components consisting of 16 units:

(16) 2-bedroom - S/N 2017-2032

A unit consists of from one to three 12' x 24' prefabricated building unit modules.

209137

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE CAMERA SHOP, INC.

Address Marley Station C-125, 7900 Governor Richie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name FIRST PENNSYLVANIA BANK N.A.

Address 1600 Market Street, Philadelphia, PA 19101 Attn: CLDU

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Machinery, Equipment, Furniture and Fixtures now owned or hereafter acquired.

All Accounts Receivable, Contract Rights and General Intangibles now owned or hereafter acquired.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

John S. Bogosian, President

Type or Print Above Signature on Above Line

X John S. Bogosian
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Robert V. Sammartino

Robert V. Sammartino, Vice President

Type or Print Above Name on Above Line

RECORD FEE 11.00
MAY 17 11 14 AM '87
05/01/87
JA

11-

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247755

RECORDED IN LIBER 462 FOLIO 599 ON June 15, 1983 (DATE)

1. DEBTOR

Name William E. Streaker and Mary A. Streaker
Address 13300 Frederick Road, West Friendship, Md. 21794

2. SECURED PARTY

Name York Federal Savings and Loan Association
Address 101 South George Street, York, Pennsylvania 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text descriptions for each option.

RECORD FEE 10.00
POSTAGE .50
40-1007 777 R01 109117
09/01/87
JA

Dated Aug. 17, 1983

(Signature of Secured Party)

Richard E. Bricker, Vice President
Type or Print Above Name on Above Line

1050

FINANCING STATEMENT

BOOK 517 PAGE 106

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

200 100

6. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

8. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORDS FEE 13.00
POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.

By: Richard J. Foster (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 8 above.

1382

JA

SCHEDULE A

BOOK 517 PAGE 107

MAKE

MODEL

SERIAL NUMBER

Barretta
Barretta
Barretta

Success cc
Success cc
Success ob

NMHP24371G788
NMHP24380G788
NMHP24373G788

FINANCING STATEMENT

BOOK 517 PAGE 108

200 100

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.

By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

RECORD FEE 13.00
 05/01/87
 JA

517- 100

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Barretta	Success cc	NMHP24371G788
Barretta	Success cc	NMHP24380G788
Barretta	Success ob	NMHP24373G788

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County RECORD FEE 15.00
- 3. Not subject to Recordation Tax. POSTAGE .50
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____ 7345 201 110439

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Ballknore, MD 21203 1661
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.
 By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13.50

JA

BOOK 517 PAGE 111

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Glasstream	192CC	GSY22648G788
Glasstream	192CC	GSY22649G788
Glasstream	192CC	GSY22650G788
Glasstream	192CC	GSY22651G788

BOOK 517 PAGE 112

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No of Additional Sheets Presented
1. Debtor(s) (Last Name First) and Address(es): LAND CONTRACTORS, INC. 1415 MOUNTAIN ROAD JOPPA, MARYLAND 21085 M-31283A	2. Secured Party(ies) Name(s) And Address(es): ALBAN TRACTOR CO., INC. P. O. BOX 9595 BALTIMORE, MARYLAND 21237	For Filing Officer
3. (a) This statement refers to original Financing Statement bearing File No. 163909 Filed with _____ Date Filed 8/16/87 19 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.		
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)		
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.		
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.		
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		
9. Assigned to SIGNET BANK/MARYLAND: One (1) New Caterpillar model #225B Excavator s/n 2ZD00356 One (1) New Caterpillar model #926 Wheel Loader s/n 94Z01681 One (1) Balderson model #936 Fork 48" s/n 141178 One (1) Balderson model #926 Hyd Quick Coupler s/n 139811		
10. Signatures: By _____ ALBAN TRACTOR CO., INC. By _____ <i>[Signature]</i> Debtor(s) (necessary only if Item 7 is applicable) Secured Party(ies)		
(1) Filing Officer Copy - Numerical	10.50 FINANCING STATEMENT CHANGE	Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

BOOK 517 PAGE 113

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Burke, Joseph F. 2549 Kingswood Court Woodbridge, VA 22192	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker ST. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 8/19/87 JA
4. This statement refers to original Financing Statement bearing File No. <u>247511 liber 462 pg 201</u> Filed with <u>Anne Arundel</u> Date Filed <u>5-27</u> 1983		5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.

No. of additional Sheets presented:

Berkeley Federal Savings & Loan Association

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

15

BOOK 517 PAGE 114

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Testani, Anthony M. & Leslie B. 13811 Cuba Road Cockeysville, MD 21030	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wetherfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. Book 502 pg 555 263780
 Filed with Anne Arundel Date Filed 9-17 1986

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10.

RECORD FEE 10.00
 4842450 0345 001 710149
 09/24/86
 8/19/87

No. of additional Sheets presented:

Society For Savings

By: _____
Signature(s) of Debtor(s) (necessary only if Item B is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

115

BOOK 517 PAGE 115

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Schlossberg, Peter & Paula W. 3114 Northington Circle Falls Church, VA 22041	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wetherfield, CT	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 RECORDED 11-2-86 10:14 AM JAF
4. This statement refers to original Financing Statement bearing File No. <u>263777 BK 505 Pg124</u> Filed with <u>Ann Arundel</u> Date Filed <u>11/20</u> 19 <u>86</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

11/19/86

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Society For Savings Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

10

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mc CANAN BODY CO, INC
Address 7189 MONTEVIDEO RD JESSUP, MD 20794

2. SECURED PARTY

Name LANDOLL CORPORATION
Address 1700 May Street
Marysville, Kansas 66508

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All inventory manufactured or sold by LANDOLL CORPORATION now owned or in the possession of the Debtor or hereafter acquired by the DEBTOR, including but not limited to Trailers, Centerfolds, Trucks, Truck Kits, Parts and Accessories including all component parts therefore and all proceeds of its sale or other disposition.

RECORD FEE 13.00
POSTAGE .50
07/01/97
JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PO
etal

* *David C. Mc Canan*
(Signature of Debtor)
DAVID C. Mc CANAN
Type or Print Above Name on Above Line

* *Catherine A. Mc Canan*
(Signature of Debtor)
CATHERINE A. Mc CANAN
Type or Print Above Signature on Above Line

Thomas W. ...
(Signature of Secured Party)
LANDOLL CORPORATION
Type or Print Above Signature on Above Line

13 .50

STATE OF MARYLAND

BOOK 517 PAGE 117

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10460-267487

RECORDED IN LIBER 512 FOLIO 22 ON 5/8/87 (DATE)

1. DEBTOR

Name GLADDING CHEVROLET INC. T/A JBA CHEVROLET

Address 7327 RITCHIE HIGHWAY GLEN BURNIE, MD 21061

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION

Address 800 GERMANTOWN STREET DAYTON, OH 45407

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

AMENDMENT

DELETE: ONE (1) REYNOLDS + REYNOLDS ERA COMPUTER SYSTEM MODEL 48140
ADD: ONE (1) REYNOLDS + REYNOLDS ERA COMPUTER SYSTEM MODEL 96096.

THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.

10.00

GLADDING CHEVROLET INC. T/A JBA CHEVROLET BY
REYNA FINANCIAL CORP., ATTORNEY IN FACT

BY: Linda L. Holland, Lease Assistant
LINDA L. HOLLAND, LEASE ASSISTANT

Dated June 9, 1987

Linda L. Holland, Lease Assistant
(Signature of Secured Party)
LINDA L. HOLLAND, LEASE ASSISTANT
REYNA FINANCIAL CORPORATION

Type or Print Above Name on Above Line

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
JOSEPH META CONST. CO OF ANNAP INC.
1213 BARBUD LANE
ANNAPOLIS, MD. 21403

2. Secured Party(ies) and address(es)
BALDWIN SERVICE CTR INC.
41 DEFENSE HWY
ANNAPOLIS, MD. 21401

For Filing Officer (Date, Time, Number, and Filing Office)

REGISTRY FEE 11.00
POSTAGE .50
WHOLESALE 2345 401 711403

4. This financing statement covers the following types (or items) of property:

- 1 - NEW KUBOTA TRACTOR MN# L2850 SN# 54368
- 1 - NEW KUBOTA LOADER BF500 11892
- 1 - NEW WOODS BACKHOE BH750 04320
- 1 - NEW WOODS BUSHOG M-5 89372

KUBOTA CONTRACT # 13400 - 812421

5. Assignee(s) of Secured Party and Address(es)

KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
3034805598

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

JOSEPH META CONST. CO OF ANNAP. INC.

BALDWIN SERVICE CENTER INC.

By: Joseph A. Meta Pres.
Signature(s) of Debtor(s)

By: Michael J. Link CORP. SECY.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1130

STATE OF MARYLAND

XXXXXXXXXXXX
ANNE ARUNDEL COUNTY

BOOK 517 PAGE 119

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261238

RECORDED IN LIBER 496 FOLIO 567 ON April 10, 1986 (DATE)

1. DEBTOR

Name Hutzler Brothers Company

Address 1 East Joppa Road, Baltimore, Maryland 21204
(formerly located at 200 N. Howard St., Baltimore, MD 21201)

2. SECURED PARTY

Name Westinghouse Credit Corporation

Address 2000 Oxford Drive, Bethel Park, Pennsylvania 15102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>See Attached. Exhibit A</p>	

RECORD FEE 12.00
POSTAGE .50
#542630 1345 R01 721407
09/01/87
JA

After recording please return to: Ned T. Himmelrich, Esquire
Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street,
19th Floor, Baltimore, Maryland 21202

Dated 7/22/87

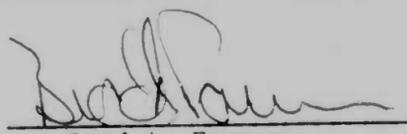
1275

Brad A. Farner
(Signature of Secured Party)
Brad A. Farner, Operations Mgr.
Westinghouse Credit Corporation
Type or Print Above Name on Above Line

All accounts receivable (and the proceeds thereof) of Hutzler Brothers Company ("Hutzlers") that arise out of sales made to customers residing in one of the zip code areas listed on Schedule 1 attached hereto on or before July 23, 1987 ("closing date"), except that WCC will retain all rights with respect to (1) extended payment accounts; (2) club accounts; and (3) accounts receivable that arise out of sales made to such customers and that include on the cycle closing date immediately preceding the closing date one or more minimum monthly payment amount all or any portion of which has been invoiced and not paid for 90 days or more from such cycle closing date.

It is clearly understood, however, Westinghouse Credit Corporation ("WCC") only waives its rights to the above-detailed collateral. This partial release is not to be construed as waiver/release or any other rights WCC maintains under its Loan and Security Agreements dated April 23, 1986 and November 20, 1986, between Hutzlers and WCC.

WESTINGHOUSE CREDIT CORPORATION

By: 

Brad A. Farner

Certain Zip Codes: Salisbury Mall Store

19930	21601	21801
19931	21612	21810
19933	21613	21811
19937	21622	21813
19939	21624	21814
19940	21625	21816
19941	21626	21817
19944	21629	21820
19945	21631	21821
19947	21632	21822
19950	21634	21824
19951	21636	21826
19956	21639	21829
19958	21640	21830
19960	21641	21835
19963	21643	21836
19966	21647	21837
19967	21648	21838
19968	21649	21840
19969	21652	21841
19970	21653	21841
19971	21654	21842
19973	21654	21849
19975	21655	21850
	21657	21851
19943	21659	21852
19946	21660	21853
19952	21662	21856
19953	21663	21857
	21664	21858
	21665	21861
	21669	21862
	21671	21863
	21672	21864
	21673	21865
	21676	21866
	21677	21867
	21679	21868
	21607	21869
	21617	21870
	21619	21871
	21620	21872
	21623	21873
	21638	21874
	21645	21875
	21651	21848
	21658	
	21661	
	21666	
	21667	
	21668	

0215k/2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 517 PAGE 122

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FISHER ENTERPRISES
Address 8367 BALTIMORE ANNAPOLIS BV PASADENA MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8/21/94

4. This financing statement covers the following types (or items) of property: (list)

THE "SCREEN MACHINE"
SERIAL #45D463HG142

RECORD FEE 13.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

FISHER ENTERPRISES

BY: Jimmy D. Fisher (Signature of Debtor)

JIMMY D. FISHER, Type or Print Above Name on Above Line

BY: Anna May Fisher (Signature of Debtor)

ANNA MAY FISHER, Type or Print Above Signature on Above Line

The Bank of Glen Burnie

Earl G. Walter (Signature of Secured Party)

Earl G. Walter - Executive Vice President Type or Print Above Signature on Above Line

13.50

Partial

09/01/87
JA

FINANCING STATEMENT FORM UCC-1

Identifying File No. 000013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated AUGUST 18, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COLUMBIA JEWELRY CO. OF SEVERNA PARK, INC. d/b/a COLUMBIA JEWELRY CO.

Address 564-A GOV. RITCHIE HWY., SEVERNA PARK, MD. 21146

2. SECURED PARTY

Name RAVEL JEWELRY, INC.

Address 11525 53 ST. N., P.O. BOX 10000, PINELLAS PARK, FL. 34664

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

ALL GOLD JEWELRY SUPPLIED BY RAVEL JEWELRY, INC. WHICH CONTAINS THE MARK OF "RVL"

RECORD FEE 12.00

POSTAGE .50

REGISTERED 0345 R01 111:12

09/01/87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COLUMBIA JEWELRY CO. OF SEVERNA PARK, INC., d/b/a COLUMBIA JEWELRY CO.

BY: Larry Silverman (Signature of Debtor)

LARRY SILVERMAN Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RAVEL JEWELRY, INC.

BY: Michel Hajmowicz (Signature of Secured Party)

MICHEL HAJMOWICZ

Type or Print Above Signature on Above Line

JA

1230

RECEIVED AUG 18 1987

269149

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 3/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ACA JOE, INC.
Address 915 Front Street, San Francisco, CA 94111

2. SECURED PARTY

Name GATX Leasing Corporation
Address Four Embarcadero Center, Suite 2200
San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto, which, together with Schedule 1 and Schedule 2 consists of 12 pages.

The property described in Exhibit B includes fixtures on real property known as Marley Station, 7900 Gov. Ritchie Highway, Space B135, Glen Burnie, Anne Arundel County, Maryland and this financing statement is to be recorded in the real estate records of Anne Arundel County, Maryland.

Record Owner: TKL-East

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

7900 Gov. Ritchie Highway, Space B135, Glen Burnie, Anne Arundel County, Maryland

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

See Exhibit C of one page

(Signature of Debtor)
attached for signatures of
Type or Print Above Signature on Above Line
debtors.

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Name on Above Line

68-50

JA

RECORD FEE \$2.00
POSTAGE .50
1743 ROJ 711416
39/01/87

EXHIBIT A

Debtor: ACA JOE, INC.
915 Front Street
San Francisco, California 94111

Continuation of
Item No.:

Additional Debtors

- ACA JOE INTERNATIONAL, INC.
- ACA JOE RETAIL, INC.
- ACA JOE INTERCON, LTD.
- ACA JOE EASTERN, LTD.
- ACA JOE OUTLETS, INC.

pa all with et al

Address of All Debtors: 915 Front Street
San Francisco, California 94111



Debtor: ACA JOE, Inc.
Secured Party: GATX Leasing Corporation, as Agent
Continuation of Item no.:

517-129

EXHIBIT B

PROPERTY COVERED BY FINANCING STATEMENT

1. All equipment and fixtures of every kind and description, now owned or hereafter acquired by Debtor, and all improvements, replacements, accessions and additions thereto, wherever the same may be located (collectively, the "Equipment" and the "Fixtures"), including without limitation, all wire baskets, stainless steel rods, lamps, furniture, counters, desks, lockers, file cabinets, chairs, ladders, display systems, cash registers, air conditioning equipment, music systems and speakers, trash receptacles, signage, rubber mats, fire sprinklers, electronic surveillance and alarm systems, mirrors and materials handling equipment, including any and all of the foregoing which are now or hereafter affixed to, and whether or not severed and removed from, the premises described on Schedule 1 to Exhibit B hereto.
2. All other personal property of Debtor (other than inventory in all of its forms, wherever located, now or hereafter arising, including without limitation all pants, shirts, sweatshirts, sweaters, blouses, socks and other clothing goods, and raw materials and work-in-process therefore, finished goods thereof and materials used or consumed in the manufacture or production thereof, and all products and documents therefor (collectively, "Inventory") and all accounts, contract rights, chattel paper, instruments, and other obligations of any kind now or hereafter arising out of or in connection with the sale of Inventory), whether tangible or intangible, now owned or hereafter acquired by Debtor, including without limitation any and all tradenames, service marks, trademarks, trade secrets, customer lists, computer information, technology or other proprietary rights, and all additions and accessions thereto (collectively "Other Personal Property");
3. All of Debtor's right, title and interest in and to any leasehold interests in real property, now or hereafter arising (the "Leases"), including without limitation the Leases to the premises described on Schedule 1 to Exhibit B hereto and rents, issues, profits, damages, proceeds, royalties, revenues and benefits therefrom;

4. All of Debtor's right, title and interest in and to all franchise, license, territory development or royalty agreements now or hereafter arising (the "Franchise Agreements") including without limitation the Franchise Agreements described on Schedule 2 to Exhibit B hereto and all rents, issues, profits, proceeds, damages, royalties, revenues and benefits therefrom;

5. Together with whatever is receivable or received when any Equipment, and Fixtures, Other Personal Property, Leases or Franchise Agreements (collectively "Collateral") or proceeds are sold, leased, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all accounts, contract rights, chattel paper, instruments, general intangibles and rights to payment of any kind now or hereafter arising from any such sale, lease, collection, exchange or any disposition of any of the Collateral or proceeds, all rights to payment, including returned premiums, with respect to any insurance relating to any of the Collateral, and all rights to payment with respect to any cause of action affecting or relating to any of the Collateral or any proceeds.

EXHIBIT B

BOOK 517 PAGE 128

Schedule 1

Leases

1. 915 Front Street, San Francisco, California
2. Brighton Way, Beverly Hills, California
3. South Bay Galleria, Redondo Beach, California
4. Sausalito, California
5. Village at Corte Madera, Corte Madera, California
6. Union Square, San Francisco, California
7. Glendale Galleria, Glendale, California
8. Horton Plaza, San Diego, California
9. Pier 39, San Francisco, California
10. South Coast Plaza II, California
11. Vallco Fashion Park, Cupertino, California
12. Stanford, Palo Alto, California
13. Westside Pavilion, Westside, California
14. Topanga Plaza, Topanga, California
15. Woodbridge Mall, Woodbridge, New Jersey
16. Paramus Park, Paramus, New Jersey
17. Ghiradelli Square, San Francisco, California
18. Valley Fair, San Jose, California
19. Birmingham, Michigan
20. Hayward Distribution Center - 23768A Eichler, Hayward, California 94545

1. Galleria, Dallas, Texas
2. North Park Center, Dallas, Texas
3. Highland Mall, Austin, Texas
4. Crestwood Plaza, St. Louis, Missouri(2)
5. St. Louis Centre, St. Louis, Missouri
6. Greenspoint, Houston, Texas
7. Tucson Mall, Tucson, Arizona
8. West Oaks Mall, Houston, Texas
9. Galleria, St. Louis, Missouri
10. Riverchase Galleria, Hoover, Alabama(3)
11. Hickory Ridge Mall, Memphis, Tennessee
12. Paradise Valley Mall, Phoenix, Arizona
13. Arboretum, Austin, Texas
14. Houston Galleria, Houston, Texas
15. Century Square, Seattle, Washington
16. Town East Mall, Mesquite, Texas
17. Charleston Place, Charleston, South Carolina
18. Green Hills Mall, Nashville, Tennessee

1. Executive Offices, 1250 Broadway, Suite 3003,
New York, NY 10001
2. Columbus Avenue, New York, New York
3. South Street, New York, New York
4. Cedarhurst, Cedarhurst, New York
5. The Shops at Ocean One, Atlantic City, New Jersey
6. Willow Grove, Willow Grove, Pennsylvania
7. King of Prussia, King of Prussia, Pennsylvania
8. Westfarms Mall, Farmington, Connecticut
9. Stamford Town Center, Stamford, Connecticut
10. Westport, Westport, Connecticut
11. Columbia Mall, Columbia, Maryland
12. White Flint Mall, Bethesda, Maryland
13. Annapolis Mall, Annapolis, Maryland
14. Melbourne Shopping Center, Melbourne, Florida
15. Woodbury Commons, Woodbury, New York
16. Volusia Mall, Daytona, Florida
17. Tyson's Corner, McLean, Virginia
18. Ross Park, Pittsburgh, Pennsylvania
19. Regency Mall, Jacksonville, Florida
20. Oxford Centre, Pittsburgh, Pennsylvania
21. Orange Park, Orange Park, Florida
22. Monmouth Mall, Monmouth, New Jersey
23. Great Neck, Great Neck, New York
24. Fair Oaks, Fairfax, Virginia
25. Dayton Mall, Dayton, Ohio
26. Danbury Mall, Danbury, Connecticut
27. Astor Place, New York, New York
28. Florida Mall, Orlando, Florida
29. Boynton Beach, Boynton Beach, Florida
30. Belevedere Mall, Baltimore, Maryland
31. Ballston Common, Alexandria, Virginia
32. Marley Station, Marley Station, Maryland
33. Georgetown, Washington, D.C.

EXHIBIT B
SCHEDULE 2

BOOK 517 PAGE 130

Franchise Agreements

ARKANSAS

1. M.M. Cohn (not yet finalized)
510 Main Street
Little Rock, AR 72203

Store Address:
300 S. University
Little Rock, AR 72205
(501) 664-5501

CALIFORNIA

1. Caleb Chan
CRO America, Inc.
111 Pine Street, Suite 1800
San Francisco, CA 94111
(415) 392-1111

Store Address:
Broadway Plaza Shopping Center
1242 Broadway Plaza
Walnut Creek, CA 94596
(415) 945-1107

2. Steve Garner
Tiburon Enterprises, Inc.
1217 Bel Air Drive
Santa Barbara, CA 93105
(805) 682-8976

Store Address:
La Cumbre Plaza
120 S. Hope Avenue, #22
Santa Barbara, CA 93105
(805) 687-3977

Valley Plaza
2701 Ming Avenue, #1B
Bakersfield, CA 93304
(805) 835-7083

3. Larry Singer
201 S. Anita Drive
Suite 204
Orange, CA 92668
(714) 978-6065

Store Address:

Desert Fashion Plaza
123 N. Palm Canyon Drive, #413
Palm Springs, CA 92262
(619) 322-9455

Montclair Plaza
5060 Montclair Plaza, #2118
Montclair, CA 91763
(714) 624-0484

COLORADO

4. Bill McDonough
Siena Square
Boulder, CO 80302
2090 Broadway
Boulder, CO 80302
(303) 444-1050

Store Addresses:

Siena Square
2090 Broadway
Boulder, CO 80302

Tabor Center
1201 16th Street, Suite 336
Denver, CO 80202
(303) 623-1050

FLORIDA

1. Ivan E. Ebergenyi
D.I., Inc.
216 Catalonia Avenue
Suite B
Coral Gables, FL 33134
(305) 441-6952

Store Addresses:

Miami International Mall
1455 N.W. 107th Avenue, #276
Miami, FL 33172
(305) 594-5999

Mayfair in the Grove
3399 Virginia Street
Coconut Grove, FL 33133
(305) 488-1504

Coral Springs Mall
9487 W. Atlantic Blvd.
Coral Springs, FL 33071
(305) 344-9400

The Falls
8888 Howard Drive, #430
Miami, FL 33176
(305) 255-8805

BOOK 517 PAGE 132

2. Arthur Kutner
1901 S. Roosevelt Blvd.
Key West, FL 33040
(305) 296-9537

Store Address:
617 Duval Street
Key West, FL 33040
(305) 294-1570

3. Barbara Nelson
Joan-Bea, Inc.
2149 Wateroak Drive, N.
Clearwater, FL 33546
(813) 536-2697

Store Address:
Tampa Bay Center
3302 W. Buffalo Avenue, #1042
Tampa, FL 33607
(813) 874-1704

GEORGIA

1. Richard L. Scriver
777 Bedford Oaks Drive
Marietta, GA 30067
(404) 992-8202

Store Addresses:
Town Center
400 Ernest W. Barrett Parkway
Kennesaw, GA 30144
(404) 427-8096

1 Galleria Parkway, #44
Atlanta, GA 30339
(404) 952-0555

Lenox Square Shopping Center
3393 Peachtree Road
Atlanta, GA 30326
(404) 262-5672

Peachtree Center
231 Peachtree Street, #B13
Atlanta, GA 30303
(404) 688-1114

HAWAII

1. Albert Sievert
581 Kamoku Street, #3704
Honolulu, HI 96826
(808) 941-1146

Store Addresses:

Ala Moana Center
1450 Ala Moana Blvd., #2028
Honolulu, HI 96814
(808) 942-5804

2424 Kalakaua Avenue, #1102
Honolulu, HI 96815
(808) 922-4597

ILLINOIS

1. Michael Rosenberg
American Casualwear Corp.
11 Kingsley Drive
Manalapan, NJ 07726

Store Addresses:

Woodfield Mall, G103
Schaumburg, IL 60173
(312) 519-0802

Clark & Diversey
2740 N. Clark
Chicago, IL 60614
(312) 248-8802

LOUISIANA

1. Beverly Anderson
M & A Enterprises
317 Exchange Place
New Orleans, LA 70130
(504) 523-6567

Store Addresses:

233 Royal Street
New Orleans, LA 70130
(504) 524-9770

Cortana Mall, #9779
Baton Rouge, LA 70815
(504) 928-4474

MAINE

BOOK 517 PAGE 134

1. Jordan Friedman
See Massachusetts

Store Address:
613 Maine Mall
South Portland, ME 04106
(207) 871-9222

MARYLAND

1. Jordan Friedman
See Massachusetts

MASSACHUSETTS

1. Jordan Friedman
ACA JOE of Mass., Inc.
c/o Juli Powers
Copley Place
Boston, MA 02116
(617) 266-4530

Store Address:
Copley Place
100 Huntington Avenue
Boston, MA 02116
(617) 266-4530

3 S. Market Building
Faneuil Hall Marketplace, #27
Boston, MA 02109
(617) 720-2130

MINNESOTA

1. Neil Esterkin
4612 Colfas South
Minneapolis, MN
(612) 370-2811

Store Address:
St. Anthony Main
201 Main Street, S.E.
Minneapolis, MN 55414
(612) 378-1312

Calhoun Square
3001 Hennapin Avenue South
Minneapolis, MN 55408

MISSOURI

BOOK 517 PAGE 135

1. Terry McGovern
c/o Richard Wood
1st Kansas City Group, Inc.
602 Westport Road
P.O. Box 32550
Kansas City, MO 64111
(816) 753-0009

Store Address:
Plaza at Seville Square
500 Nichols Road, Suite 112
Kansas City, MO 64111
(816) 931-3490

NEW HAMPSHIRE

1. Jordan Friedman
See Massachusetts

Store Address:
Pheasant Lane Mall
310 Daniel Webster Hwy.
Nashua, NH 03060
(603) 891-1030

OHIO

1. Gregg Robins
Aca Joe of Columbus, Inc.
868 Goodale Blvd.
Columbus, OH 43212
(614) 224-7200

Store Addresses:
118A Worthington Square
Worthington, OH 43085
(614) 885-7774

Lane Avenue Shopping Center
1613 W. Lane Avenue
Columbus, OH 43221
(614) 486-5637

RHODE ISLAND

1. Jordan Friedman
See Massachusetts

Store Address:
140 Warwick Mall
Warwick, RI 02886
(401) 738-8420

BOOK 517 PART 136

TEXAS

1. Alex Garcia
1209 East El Mira
San Antonio, TX 78212
(512) 525-8915

Store Address:
North Star Mall
7400 San Pedro
San Antonio, TX 78216
(512) 525-8915

UTAH

1. Jack Barnard
6269 Van Cott Road
Salt Lake City, UT 84121
(801) 521-0885

Store Address:
244 Trolley Square
Salt Lake City, UT 84012
(801) 359-0275

VERMONT

1. Jordan Friedman
See Massachusetts

UNITED KINGDOM

1. Ben Rosenshine
Gemini Ventures, Inc.
28 Brook Street
London, England SW1 S9Q W
011 441-409-0681

Store Address:
49-63 Regent Street
Centre at the Circus
Unit 8D
London, England
011 441 439-1202

CANADA

BOOK 517 PAGE 137

1. Michael Masi
70 Yorkville Avenue
Toronto Ontario, Canada M5R 1B9
(416) 928-3172

Store Address:
79 Yorkville Avenue
Toronto Ontario, Canada M5R 1B9
(416) 928-3172

EXHIBIT C

BOOK 517 PAGE 138

Debtor: ACA JOE, INC.
915 Front Street
San Francisco, California 94111

Signatures of Debtors

ACA JOE, INC., a Delaware corporation

Date: March 30, 1987

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

ACA JOE INTERNATIONAL, INC., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

ACA JOE RETAIL, INC. a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

ACA JOE OUTLETS, INC., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

ACA JOE INTERCON, LTD., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

Return Copy to:

Richard A. Peers, Esq.
Heller, Ehrman,
White & McAuliffe

525 University Avenue
Palo Alto, California 94301

ACA JOE EASTERN, LTD., a New York corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*
Title Chief Financial Officer

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 3/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ACA JOE, INC.
915 Front Street, San Francisco, CA 94111
Address See Exhibit A of one page attached hereto for names of additional debtors.

2. SECURED PARTY

Name GATX Leasing Corporation, as agent
Address Four Embarcadero Center, Suite 2200, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit B attached hereto, which, together with Schedule 1 and Schedule 2 consists of 12 pages. The property described in Exhibit B includes fixtures on the real property known as 100 Annapolis Mall, Annapolis, Anne Arundel County, Maryland and this financing statement is to be recorded in the real estate records of Anne Arundel County, Maryland.

Record Owner: Annapolis Mall Limited Partnership

RECORD FEE 62.00

POSTAGE .50

#442780 0345 R01 711:17

03/01/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

100 Annapolis Mall, Annapolis, Anne Arundel County, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See Exhibit C of one page for signatures of debtors.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Name on Above Line

btw

EXHIBIT A

Debtor: ACA JOE, INC.
915 Front Street
San Francisco, California 94111

Continuation of
Item No.:

Additional Debtors

- ACA JOE INTERNATIONAL, INC.
- ACA JOE RETAIL, INC.
- ACA JOE INTERCON, LTD.
- ACA JOE EASTERN, LTD.
- ACA JOE OUTLETS, INC.

Address of All Debtors: 915 Front Street
San Francisco, California 94111

pu et al

Debtor: ACA JOE, Inc.
Secured Party: GATX Leasing Corporation, as Agent
Continuation of Item no.:

EXHIBIT B

PROPERTY COVERED BY FINANCING STATEMENT

1. All equipment and fixtures of every kind and description, now owned or hereafter acquired by Debtor, and all improvements, replacements, accessions and additions thereto, wherever the same may be located (collectively, the "Equipment" and the "Fixtures"), including without limitation, all wire baskets, stainless steel rods, lamps, furniture, counters, desks, lockers, file cabinets, chairs, ladders, display systems, cash registers, air conditioning equipment, music systems and speakers, trash receptacles, signage, rubber mats, fire sprinklers, electronic surveillance and alarm systems, mirrors and materials handling equipment, including any and all of the foregoing which are now or hereafter affixed to, and whether or not severed and removed from, the premises described on Schedule 1 to Exhibit B hereto.

2. All other personal property of Debtor (other than inventory in all of its forms, wherever located, now or hereafter arising, including without limitation all pants, shirts, sweatshirts, sweaters, blouses, socks and other clothing goods, and raw materials and work-in-process therefore, finished goods thereof and materials used or consumed in the manufacture or production thereof, and all products and documents therefor (collectively, "Inventory") and all accounts, contract rights, chattel paper, instruments, and other obligations of any kind now or hereafter arising out of or in connection with the sale of Inventory), whether tangible or intangible, now owned or hereafter acquired by Debtor, including without limitation any and all tradenames, service marks, trademarks, trade secrets, customer lists, computer information, technology or other proprietary rights, and all additions and accessions thereto (collectively "Other Personal Property");

3. All of Debtor's right, title and interest in and to any leasehold interests in real property, now or hereafter arising (the "Leases"), including without limitation the Leases to the premises described on Schedule 1 to Exhibit B hereto and rents, issues, profits, damages, proceeds, royalties, revenues and benefits therefrom;

4. All of Debtor's right, title and interest in and to all franchise, license, territory development or royalty agreements now or hereafter arising (the "Franchise Agreements") including without limitation the Franchise Agreements described on Schedule 2 to Exhibit B hereto and all rents, issues, profits, proceeds, damages, royalties, revenues and benefits therefrom;

5. Together with whatever is receivable or received when any Equipment, and Fixtures, Other Personal Property, Leases or Franchise Agreements (collectively "Collateral") or proceeds are sold, leased, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all accounts, contract rights, chattel paper, instruments, general intangibles and rights to payment of any kind now or hereafter arising from any such sale, lease, collection, exchange or any disposition of any of the Collateral or proceeds, all rights to payment, including returned premiums, with respect to any insurance relating to any of the Collateral, and all rights to payment with respect to any cause of action affecting or relating to any of the Collateral or any proceeds.

EXHIBIT B

BOOK 517 PAGE 143

Schedule 1

Leases

1. 915 Front Street, San Francisco, California
2. Brighton Way, Beverly Hills, California
3. South Bay Galleria, Redondo Beach, California
4. Sausalito, California
5. Village at Corte Madera, Corte Madera, California
6. Union Square, San Francisco, California
7. Glendale Galleria, Glendale, California
8. Horton Plaza, San Diego, California
9. Pier 39, San Francisco, California
10. South Coast Plaza II, California
11. Vallco Fashion Park, Cupertino, California
12. Stanford, Palo Alto, California
13. Westside Pavilion, Westside, California
14. Topanga Plaza, Topanga, California
15. Woodbridge Mall, Woodbridge, New Jersey
16. Paramus Park, Paramus, New Jersey
17. Ghiradelli Square, San Francisco, California
18. Valley Fair, San Jose, California
19. Birmingham, Michigan
20. Hayward Distribution Center - 23768A Eichler, Hayward, California 94545

1. Galleria, Dallas, Texas
2. North Park Center, Dallas, Texas
3. Highland Mall, Austin, Texas
4. Crestwood Plaza, St. Louis, Missouri(2)
5. St. Louis Centre, St. Louis, Missouri
6. Greenspoint, Houston, Texas
7. Tucson Mall, Tucson, Arizona
8. West Oaks Mall, Houston, Texas
9. Galleria, St. Louis, Missouri
10. Riverchase Galleria, Hoover, Alabama(3)
11. Hickory Ridge Mall, Memphis, Tennessee
12. Paradise Valley Mall, Phoenix, Arizona
13. Arboretum, Austin, Texas
14. Houston Galleria, Houston, Texas
15. Century Square, Seattle, Washington
16. Town East Mall, Mesquite, Texas
17. Charleston Place, Charleston, South Carolina
18. Green Hills Mall, Nashville, Tennessee

1. Executive Offices, 1250 Broadway, Suite 3003,
New York, NY 10001
2. Columbus Avenue, New York, New York
3. South Street, New York, New York
4. Cedarhurst, Cedarhurst, New York
5. The Shops at Ocean One, Atlantic City, New Jersey
6. Willow Grove, Willow Grove, Pennsylvania
7. King of Prussia, King of Prussia, Pennsylvania
8. Westfarms Mall, Farmington, Connecticut
9. Stamford Town Center, Stamford, Connecticut
10. Westport, Westport, Connecticut
11. Columbia Mall, Columbia, Maryland
12. White Flint Mall, Bethesda, Maryland
13. Annapolis Mall, Annapolis, Maryland
14. Melbourne Shopping Center, Melbourne, Florida
15. Woodbury Commons, Woodbury, New York
16. Volusia Mall, Daytona, Florida
17. Tyson's Corner, McLean, Virginia
18. Ross Park, Pittsburgh, Pennsylvania
19. Regency Mall, Jacksonville, Florida
20. Oxford Centre, Pittsburgh, Pennsylvania
21. Orange Park, Orange Park, Florida
22. Monmouth Mall, Monmouth, New Jersey
23. Great Neck, Great Neck, New York
24. Fair Oaks, Fairfax, Virginia
25. Dayton Mall, Dayton, Ohio
26. Danbury Mall, Danbury, Connecticut
27. Astor Place, New York, New York
28. Florida Mall, Orlando, Florida
29. Boynton Beach, Boynton Beach, Florida
30. Belevedere Mall, Baltimore, Maryland
31. Ballston Common, Alexandria, Virginia
32. Marley Station, Marley Station, Maryland
33. Georgetown, Washington, D.C.

EXHIBIT B
SCHEDULE 2

Franchise Agreements

ARKANSAS

1. M.M. Cohn (not yet finalized)
510 Main Street
Little Rock, AR 72203

Store Address:
300 S. University
Little Rock, AR 72205
(501) 664-5501

CALIFORNIA

1. Caleb Chan
CRO America, Inc.
111 Pine Street, Suite 1800
San Francisco, CA 94111
(415) 392-1111

Store Address:
Broadway Plaza Shopping Center
1242 Broadway Plaza
Walnut Creek, CA 94596
(415) 945-1107

2. Steve Garner
Tiburon Enterprises, Inc.
1217 Bel Air Drive
Santa Barbara, CA 93105
(805) 682-8976

Store Address:
La Cumbre Plaza
120 S. Hope Avenue, #22
Santa Barbara, CA 93105
(805) 687-3977

Valley Plaza
2701 Ming Avenue, #1B
Bakersfield, CA 93304
(805) 835-7083

3. Larry Singer
201 S. Anita Drive
Suite 204
Orange, CA 92668
(714) 978-6065

Store Address:

Desert Fashion Plaza
123 N. Palm Canyon Drive, #413
Palm Springs, CA 92262
(619) 322-9455

Montclair Plaza
5060 Montclair Plaza, #2118
Montclair, CA 91763
(714) 624-0484

COLORADO

4. Bill McDonough
Siena Square
Boulder, CO 80302
2090 Broadway
Boulder, CO 80302
(303) 444-1050

Store Addresses:

Siena Square
2090 Broadway
Boulder, CO 80302

Tabor Center
1201 16th Street, Suite 336
Denver, CO 80202
(303) 623-1050

FLORIDA

1. Ivan E. Ebergenyi
D.I., Inc.
216 Catalonia Avenue
Suite B
Coral Gables, FL 33134
(305) 441-6952

Store Addresses:

Miami International Mall
1455 N.W. 107th Avenue, #276
Miami, FL 33172
(305) 594-5999

Mayfair in the Grove
3399 Virginia Street
Coconut Grove, FL 33133
(305) 488-1504

Coral Springs Mall
9487 W. Atlantic Blvd.
Coral Springs, FL 33071
(305) 344-9400

The Falls
8888 Howard Drive, #430
Miami, FL 33176
(305) 255-8805

2. Arthur Kutner
1901 S. Roosevelt Blvd.
Key West, FL 33040
(305) 296-9537

Store Address:
617 Duval Street
Key West, FL 33040
(305) 294-1570

3. Barbara Nelson
Joan-Bea, Inc.
2149 Wateroak Drive, N.
Clearwater, FL 33546
(813) 536-2697

Store Address:
Tampa Bay Center
3302 W. Buffalo Avenue, #1042
Tampa, FL 33607
(813) 874-1704

GEORGIA

1. Richard L. Scriver
777 Bedford Oaks Drive
Marietta, GA 30067
(404) 992-8202

Store Addresses:
Town Center
400 Ernest W. Barrett Parkway
Kennesaw, GA 30144
(404) 427-8096

1 Galleria Parkway, #44
Atlanta, GA 30339
(404) 952-0555

Lenox Square Shopping Center
3393 Peachtree Road
Atlanta, GA 30326
(404) 262-5672

Peachtree Center
231 Peachtree Street, #B13
Atlanta, GA 30303
(404) 688-1114

BOOK 517 148

HAWAII

1. Albert Sievert
581 Kamoku Street, #3704
Honolulu, HI 96826
(808) 941-1146

Store Addresses:

Ala Moana Center
1450 Ala Moana Blvd., #2028
Honolulu, HI 96814
(808) 942-5804

2424 Kalakaua Avenue, #1102
Honolulu, HI 96815
(808) 922-4597

ILLINOIS

1. Michael Rosenberg
American Casualwear Corp.
11 Kingsley Drive
Manalapan, NJ 07726

Store Addresses:

Woodfield Mall, G103
Schaumburg, IL 60173
(312) 519-0802

Clark & Diversey
2740 N. Clark
Chicago, IL 60614
(312) 248-8802

LOUISIANA

1. Beverly Anderson
M & A Enterprises
317 Exchange Place
New Orleans, LA 70130
(504) 523-6567

Store Addresses:

233 Royal Street
New Orleans, LA 70130
(504) 524-9770

Cortana Mall, #9779
Baton Rouge, LA 70815
(504) 928-4474

MAINE

1. Jordan Friedman
See Massachusetts

Store Address:

613 Maine Mall
South Portland, ME 04106
(207) 871-9222

MARYLAND

1. Jordan Friedman
See Massachusetts

MASSACHUSETTS

1. Jordan Friedman
ACA JOE of Mass., Inc.
c/o Juli Powers
Copley Place
Boston, MA 02116
(617) 266-4530

Store Address:

Copley Place
100 Huntington Avenue
Boston, MA 02116
(617) 266-4530

3 S. Market Building
Faneuil Hall Marketplace, #27
Boston, MA 02109
(617) 720-2130

MINNESOTA

1. Neil Esterkin
4612 Colfas South
Minneapolis, MN
(612) 370-2811

Store Address:

St. Anthony Main
201 Main Street, S.E.
Minneapolis, MN 55414
(612) 378-1312

Calhoun Square
3001 Hennapin Avenue South
Minneapolis, MN 55408

MISSOURI

BOOK 517 PAGE 150

1. Terry McGovern
c/o Richard Wood
1st Kansas City Group, Inc.
602 Westport Road
P.O. Box 32550
Kansas City, MO 64111
(816) 753-0009

Store Address:

Plaza at Seville Square
500 Nichols Road, Suite 112
Kansas City, MO 64111
(816) 931-3490

NEW HAMPSHIRE

1. Jordan Friedman
See Massachusetts

Store Address:

Pheasant Lane Mall
310 Daniel Webster Hwy.
Nashua, NH 03060
(603) 891-1030

OHIO

1. Gregg Robins
Aca Joe of Columbus, Inc.
868 Goodale Blvd.
Columbus, OH 43212
(614) 224-7200

Store Addresses:

118A Worthington Square
Worthington, OH 43085
(614) 885-7774

Lane Avenue Shopping Center
1613 W. Lane Avenue
Columbus, OH 43221
(614) 486-5637

RHODE ISLAND

1. Jordan Friedman
See Massachusetts

Store Address:
140 Warwick Mall
Warwick, RI 02886
(401) 738-8420

TEXAS

1. Alex Garcia
1209 East El Mira
San Antonio, TX 78212
(512) 525-8915

Store Address:
North Star Mall
7400 San Pedro
San Antonio, TX 78216
(512) 525-8915

UTAH

1. Jack Barnard
6269 Van Cott Road
Salt Lake City, UT 84121
(801) 521-0885

Store Address:
244 Trolley Square
Salt Lake City, UT 84012
(801) 359-0275

VERMONT

1. Jordan Friedman
See Massachusetts

UNITED KINGDOM

1. Ben Rosenshine
Gemini Ventures, Inc.
28 Brook Street
London, England SW1 S9Q W
011 441-409-0681

Store Address:
49-63 Regent Street
Centre at the Circus
Unit 8D
London, England
011 441 439-1202

CANADA

1. Michael Masi
70 Yorkville Avenue
Toronto Ontario, Canada M5R 1B9
(416) 928-3172

Store Address:
79 Yorkville Avenue
Toronto Ontario, Canada M5R 1B9
(416) 928-3172

EXHIBIT C

BOOK 517 PAGE 153

Debtor: ACA JOE, INC.
915 Front Street
San Francisco, California 94111

Signatures of Debtors

ACA JOE, INC., a Delaware corporation

Date: March 30, , 1987

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

ACA JOE INTERNATIONAL, INC., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

ACA JOE RETAIL, INC. a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

ACA JOE OUTLETS, INC., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

ACA JOE INTERCON, LTD., a Delaware corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

Return Copy to:

Richard A. Peers, Esq.
Heller, Ehrman,
White & McAuliffe
525 University Avenue
Palo Alto, California 94301

ACA JOE EASTERN, LTD., a New York corporation

Theodore R. Upland, III

By *Theodore R. Upland, III*

Title Chief Financial Officer

FINANCING STATEMENT

200151

- 1. To be recorded in the Land Records
- 2. To be recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 9,232.66 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

BOOK 517 PAGE 154

Anne Arundel County

5. Debtor(s) Name(s) Address(es)

John D. Brasted

1495 Crofton Parkway
Crofton, MD 21114

RECORD FEE 11.00
RECORD TAX 66.50
POSTAGE .50

6. Secured Party Address

First Federal Savings & Loan Association of Annapolis

1832 George Avenue
Annapolis, MD 21401

Attention: Sandra Cowsill

(Type name & Title)

MD-DELA 1243 201 211419

JA 09/01/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors

John D. Brasted

John D. Brasted

(Seal)

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

11 6650 50



FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

BOOK 517 PAGE 155

SCHEDULE A

Debtor: John D. Drasted
1495 Crofton Parkway
Crofton, MD 21114

Secured Party: First Federal Savings and Loan Association of Annapolis
1832 George Avenue
Annapolis, MD 21401

Collateral: 1985 Plano Mobile Catering Body
Model #121
Serial #856604

Loan Amount: \$9,232.66

MAIN OFFICE 2024 WEST STREET ANNAPOLIS MARYLAND 21401
ANNAPOLIS 266-6100 BALTIMORE 841-6700 WASHINGTON 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS MARYLAND 21401
• ANNAPOLIS 263-7771 BALTIMORE 268-1108 WASHINGTON 261-2493
•

FINANCING STATEMENT

200152

- 1 To be recorded in the Land Records
- 2 To be recorded among the Financing Statement Records
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 3,330.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

BOOK 517 PAGE 156

Anne Arundel County

5 Debtor(s) Name(s) Address(es)
 Alma L. Goode 409 Holly Drive
 T/A Small World Consignment Shop Annapolis, Maryland 21401

6 Secured Party Address
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.
 Attention: C. Partridge, Loan Processor Annapolis, Maryland 21401
 (Type name & Title)

RECORD FEE 12.00
 RECORD TAX 34.50
 STATE .50
 TOTAL 47.00

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9 All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Alma L. Goode
 T/A Small World Consignment Shop
 By: Alma L. Goode (Seal) _____ (Seal)
 Alma L. Goode, Individually and
 T/A Small World Consignment Shop (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6.
2-2820 (3/85)

12 2450 50



FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

BOOK 517 PAGE 157

SCHEDULE A

Epson Equity II Computer System.

9.2.6



BOOK 517 PAGE 158

200153

This Financing Statement is filed with: The Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06115

Name and Address of Debtor (Or Assignor)	Name and Address of Secured Party (Or Assignee)	Filing Office (Date, Time, Number)
Fabric Chest, Inc. 336 Hospital Drive Glen Burne, MD 21061	Borg-Warner Acceptance Corp. Meadows Office Complex II 201 Route #17 North P.O. Box 873 Rutherford, NJ 07070	

1. This financing statement covers the following types (or items) of property (Describe)
 All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession, manufactured, distributed or sold by Bernian Sewing Machine Co., Inc. and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

5. Assignee(s) of Secured Party and Address(es)

JA

- 2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on separate sheet)
- 3. (If applicable) the above goods are to become fixtures on (describe real estate above or on separate sheet) and filing statement is to be filed for record in the real estate records (If debtor does not have an interest of record) the name of the owner is _____
- 4. (If products of collateral are claimed) products of collateral are also covered
 Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE

<u>X</u> <u>R. A. M.</u> Signature of Debtor (Or Assignor)	Borg Warner Acceptance Corp. <u>Mandy Verreck</u> Signature of Secured Party (Or Assignee)
---	---

(1) FILING OFFICER COPY-ALPHABETICAL STATE OF CONNECTICUT
STANDARD FORM-UNIFORM COMMERCIAL CODE-FORM UCC-1 1150

Revised 2-80

200151

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s):

SKC INC
 Name or Names—Print or Type
 5 Vernon Ave Glen Burnie MD 21061
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

J & B Kahn INC.
 Name or Names—Print or Type
 3900 38th Street Brentwood MD 20722
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

500 LSlicer s/n 572418

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Robert A Kreis (Pres)
 (Signature of Debtor)
 Robert A Kreis (President)

 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY:

J & B KAHN, INC.
 T/A GLOBE SLICING MACHINES
 & EQUIPMENT
 3900 38th STREET
 BRENTWOOD, MD 20722

Barry I Kahn
 (Signature of Secured Party)
 Barry I Kahn President

 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

Lucas Bros. Form F-1

J & B KAHN, INC.
 T/A GLOBE SLICING MACHINES
 & EQUIPMENT
 3900 38th STREET
 BRENTWOOD, MD 20722

11750

JJA
 RECORD FEE 13.00
 POSTAGE .50
 404240 0345 R01 711728
 09/01/87

BOOK 517 PAGE 100

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 200 105

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marcie, Ltd.
Address 747 Route 3 North, Gambrills, MD

2. SECURED PARTY

Name Nelco Corporation
Address P. O. Box 537, Laurel, MD 20707

Return To: _____
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model C121HWP Ice-O-Matic Ice Machine
Serial Number C815-01050
- 1 Model 900P Follett Ice Bin
Serial Number 87819

RECORD FEE 11.00
POSTAGE .50
44422960 0345 R01 711429
09/01/87
JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Marcie, Ltd.
(Corporate or Trade Name)
Marcie Furman
(Signature of Debtor)
Marcie Furman
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Nelco Corporation
Howard E. Nelson
(Signature of Secured Party)
Howard E. Nelson
Type or Print Above Signature on Above Line

1150

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 517 PAGE 161

DATE: June 17, 1987

200156

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Ray Sears and Son, Inc.

ADDRESS: 2387 Rutland Road
Gambrills, MD 21054

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

One RP58D Tempo Roller Serial Number 2231210A

One Used Case 580E Backhoe Loader Serial Number 17034302

JA
RECORD FEE 11.00
POSTAGE .50
40-2970 2345 RD1 211430
08/01/87

DEBTOR(S):

Ray Sears and Son, Inc.
(Company Name)

BY: Raymond R. Sears
Raymond R. Sears, President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1152

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 162
Identifying File No. 250157

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George Williams
Address 2048 Horseshoe Circle, Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Ave., Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

ONE (1) N Mauldin Paver Model 550
SN87-8-198

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
RECORDED STATE ROY T11431
JA 05/01/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

George Williams

George Williams
(Signature of Debtor)

GEORGE WILLIAMS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 163
Identifying File No. 309 153

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid Atlantic Beverage Service, Inc.
Address 7455 New Ridge, Hanover, Maryland 21076

2. SECURED PARTY

Name The Coca-Cola Company
Address 310 North Avenue, Atlanta, Georgia 30313

RECORD FEE 11.00
4/4/87 11:45 AM T124P
09/01/87
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
12 GA 3000 Dispensers; 36 CO₂ Cylinders;
1 CO₂ Filing Kit; 1 Spare Parts Kit;
1 Implementation Kit; 12 Sets Hard Pack Dosers

Name and address of Assignee
Coca-Cola Financial Corporation
310 North Avenue
Atlanta, GA 30313

THIS IS A PURCHASE MONEY SECURITY INTEREST

7350

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

David H. Carroll, President
(Signature of Debtor)

MID ATLANTIC BEVERAGE SERVICE, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia Meyer
(Signature of Secured Party)

THE COCA-COLA COMPANY
Type or Print Above Signature on Above Line

11-

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 9418 ANNAPOLIS RD
CITY & STATE: LANHAM, MD. 20706

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
MICHAEL CROW			
1730 WHITFIELD CT		ACCOUNT NO	TAB
CROFTON, MD. 21114		716406231	8920
ANNE ARUNDEL			

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

*Hm Comp, Comp Sftware, Csste Plyrs
Recvr, Spkr, Trn tbl, VCR, Vdo Games,
Waterbed Set*

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#026680 0237 R02 T12:27
09/01/87

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2395.95

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Michael Crow 8-7-87
MICHAEL CROW DEBTOR

BY *Susan Mathews*
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

*1100
1730
30*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 185

Identifying File No. #4942

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BINGO WORLD, INC.

Address 4901 Belle Grove Road, Baltimore, MD. 21225-2990

2. SECURED PARTY

Name NATIONAL SURETY LEASING, INC.

Address 672 Greenbriar Lane, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 25, 1990

4. This financing statement covers the following types (or items) of property: (list)

"SEE ATTACHED SCHEDULE A (TWO PAGES) FOR FURNITURE"

Name and address of Assignee

CONDITIONAL SALES CONTRACT

RECORD FEE 10.00
POSTAGE .50
#026690 0237 R02 T12:29
09/01/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bingo World, Inc.

Signature of Debtor

Stephen Paskin/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Signature of Secured Party

Carole R. Hardesty

Type or Print Above Signature on Above Line

Handwritten initials

13.00

SCHEDULE A - LEASE # 4942

PAGE ONE OF TWO

LEASE DATED: JUNE 25, 1987

BOOK 517 PAGE 166

- One (1) Two Drawer Lateral File Black, 30" W, Model 230
- One (1) Three Seat Sofa Walnut Arms, Model 8078SW, UPHL TK622
Spice Brown
- One (1) Two Seat Sofa Walnut Arms, Model 8054-SW, UPHL TK622
Spice Brown
- One (1) Table Walnut, 30"x30"x22", Model 30302
- One (1) Table Walnut, 18"x30"x22", Model 18302
- One (1) Walnut Top, 30"x18", Model T30
- Two (2) Oak Side Arm Chair, #213-507, Model 211B
- One (1) Rev. Arm Chair, Walnut UPHL, Model 348E, Fawn Fabric
- Two (2) Walnut Arm Chair, #731, Fawn Fabric, Model 311E
- One (1) Sofa, Three Seat Uph 2358, Model 5203, Pecan Fabric
- Two (2) End Tables, Walnut, Model R-882
- One (1) Boatshape Conference Table, Walnut, Model TMBS-46120
- One (1) Rev. Arm Chair, Walnut Uphl, 5609 Cafe with Dual Wheel
Casters, Model 384
- One (1) Sofa, Three Seat, 80"x34"x30", Uphl E503 Blue Gray, Cadet
Fabric, Model 9033
- Four (4) Three Seat Sofas, Uphl 216B Burgundy Vinyl, Model 5203
- One (1) Two Seat Sofa, Uphl 216B Burgundy Vinyl, Model 5202
- Two (2) Club Chairs, Uphl 216B Burgundy Vinyl, Models 5201
- Four (4) Walnut End Tables, Models R-882
- One (1) Coffee Table, Walnut, Model R-880
- One (1) Square Table, Walnut, Model R-886
- One (1) 72"x36" Double Pedestal Desk, Model LB1651/S03672DP
- One (1) Exec. Hi-Back Swiv-Tilt Chair, Model LB766/TLBTAHBDF/0404
- Two (2) Guest Arm Chairs, Walnut Arm, Model LB772/TL7LADF/0404
- Nine (9) Side Arm Chairs with Casters, Model LBQS14/312F/CAFE
- Two (2) Double Pedestal Desks, Model LB118F/B960K
- One (1) 5-Drawer Lateral File, Black, Model LB365/536R-Black
- Two (2) Swivel Arm Chairs, Vinyl/Fab., Model LB457/XL-11
- Four (4) Guest Arm Chairs with Chrome, Model LB463/XL-32

SCHEDULE A - LEASE # 4942

PAGE TWO OF TWO

LEASE DATED: JUNE 25 1987

BOOK 517 PAGE 167

Two (2) Double Pedestal Desks, Model LB118F/B960K
One (1) Liberty Sec. Desk W/LH Return, Model LB120/L6030/4020C-L
One (1) Secretarial Desk, Panel End, Model LB1622/PW3060SEC
One (1) 72"x36" Radius Edge Double, Model LB1631/RW3672DP
Two (2) 19"x72" Radius Edge Credenza, Models LB1633/RW1972CR
One (1) Credenza, 72"x19", Oak, Model LB1653A/S004-SA-SA
Two (2) Steno Chairs, Walnut Vinyl Back, Models LB1770/0170A/1202/3502
One (1) Computer Work Desk, Ebony, Model LB2117/CT140
One (1) Hutch for Computer Work Desk, Model LB2118/CTA141
Five (5) 2-Drawer Lateral File, Black, Model LB361/236-Black
Five (5) Walnut Top for 36" Lateral, Models LB367/T36
One (1) 36"x72" Contempo Series Double, Model LB5100/CT3773DM/10
One (1) Bookcase Credenza, 20"x66", Model LB5101/CT2167DC/10
One (1) Contemporary Hi-Back, Exec., Model LB5105/332-5/10/H20553
Two (2) Contemporary Side Chairs, Model LB5154/413-1/10/H20651
One (1) Exec. Hi-Back Swiv.-Tilt Chair, Model LB767/TL8TAHBDF/0489
Two (2) Guest Arm Chairs, Walnut Arm, Models LB773/TL7LADF/0489
One (1) Exec. Hi-Back Swiv.-Tilt Chair, Model LB767/TL8TAHBDF/0489
Two (2) Guest ARm Chairs, Walnut Arm, Models LB773/TL7LADF/0489
One (1) Side Chair 212 Rust Fabric, Model LB800451/AB31
One (1) Double Pedestal Desk, Model LB118F/B960K
One (1) Exec. Hi-Back Swiv.-Tilt Chair, Model LB766/TL8TAHBDF/0404
One (1) Secretarial Desk, Panel End, Model LB1622/PW3060SEC
Four (4) Three Seat Sofas, UPHL 216B, Burgundy Vinyl, Models 5203
One (1) Two Seat Sofa, UPHL 216B, Burgundy Vinyl, Model 5202
Two (2) Club Chairs, UPHL 216B, Burgundy Vinyl, Models 5201
Four (4) Walnut End Tables, Models R-882
One (1) Coffee Table Walnut, Model R-880
One (1) Square Table, Walnut, Model R-886

269 101

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 750 Utility Diesel Tractor w/control valve & grill guard
CH07505022876
- New J.D. 67 loader
- New J.D. 31 posthole digger
- New J.D. # 7 backhoe
- New J.D. 403 Rotary cutter

RECORD FEE 11.00
POSTAGE .50
H026720 C337 R02 T12:32
09/01/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis 4A Rentals
(Signature of Debtor)

Annapolis 4A Rentals & Sales
Type or Print Above Name on Above Line

Kenneth R Wagner
(Signature of Debtor)

Kenneth R Wagner
Type or Print Above Signature on Above Line

John Deere Co.
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bill Swift
Address 1246 Rockhill Rd, Pasadena, MD 21122

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 430 Lawn & Garden Tractor
Serial # M00430X 970133
New John Deere 60" mid mount mower

RECORD FEE 11.00
POSTAGE .50
#026730 C237 R02 T12:32
09/01/87
A

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bill Swift
(Signature of Debtor)

Bill Swift
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals & Sales
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

BOOK 517 PAGE 170

309403

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Cliff McClain
Address 1603 St. Margarets Rd., Annapolis MD 21401

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 855 Compact hydrostatic utility diesel, MFWD, S/N M00855A360234
M00855D 436149
- New 60" midmount mower S/N M02732X538525
555 876
- New 52 front loader with grille guard

RECORD FEE 11.00
POSTAGE .50
#026740 0237 R02 112:33
09/01/87

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cliff McClain
(Signature of Debtor)

Dr. Cliff McClain
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jerry Cecil, Sr.

Address 15304 Mt. Calvert Rd.

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Dr., Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 318 Lawn & Garden Tractor
S/N M00318X422845

John Deere Mid Mower
S/N M01013X561545

RECORD FEE 11.00
POSTAGE .50
#026759 C237 R02 112:33
09/01/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerry Cecil, Sr.

(Signature of Debtor)

Jerry Cecil, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals

(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

	<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
1.	EUGENE F. PISCITELLI	1829 Milvale Road Annapolis, MD 21401

	<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
2.	ANNAPOLIS FEDERAL SAVINGS BANK	140 Main Street Annapolis, MD 21401

3. This Financing Statement covers the following items of property:
All equipment and fixtures located at Units 3 and 24, Chelsea House Condominium, Crofton, Maryland, 21144.

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated June 3, 1987 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 19th day of August, 1987

WITNESS OR ATTEST:

[Signature]

[Signature] (SEAL)
Eugene F. Piscitelli

[Signature]

ANNAPOLIS FEDERAL SAVINGS BANK
By: *[Signature]* (SEAL)
Anthony H. deVeau, Sr. Vice President

RECORD FEE 11.00
POSTAGE .50

#025040 0055 R02 T10:49

08/31/87
CK

0932B

Mail to *Michaelson & Rawell*

11/10/80

TO BE RECORDED AT
FINANCING STATEMENT/CHATTEL
RECORDS OF ANNE ARUNDEL COUNTY

REORDER FROM
Registré, Inc.
5204 TAYLOR ST. N.E.
APLS, MINN 55421
(612) 571-2803

BC-2522

STATE OF MARYLAND

BOOK 517 PAGE 173

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252188

RECORDED IN LIBER 473 FOLIO 494 ON May 31, 1984 (DATE)

1. DEBIOR

Name NEW RIDGE LIMITED PARTNERSHIP, a limited partnership

Address 6310 FRANKFORD AVENUE BALTIMORE, MARYLAND 21206
ATTN: PAUL F. OBRECHT

2. SECURED PARTY

Name ANNE ARUNDEL COUNTY, MARYLAND

Address ARUNDEL CENTER, CALVERT AND NORTHWEST STREETS ANNAPOLIS, MD
21404 ATTN: O. JAMES LIGHTHIZER, COUNTY EXECUTIVE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>ASSIGNEE: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, TWO HOPKINS PLAZA BALTIMORE, MARYLAND 21201 ATTN: RONALD D. METTAM, VICE PRESIDENT</p>	

RECORD FEE 10.00
POSTAGE .50
#026850 0237 R02 T12:55
09/01/87

OK

Dated August 10, 1987


(Signature of Secured Party)
Ronald D. Mettam, V.P.
Type or Print Above Name on Above Line

10:50

TO BE RECORDED AT
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL CO.

REORDER FROM
Registré, Inc.
5284 TAYLOR ST. N.E.
MPLS., MINN. 55421
(612) 571-2803

BC-2522

STATE OF MARYLAND

BOOK 517 PAGE 174

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 473 FOLIO 492 ON May 31, 1984 (DATE)

1. DEBTOR

Name ANNE ARUNDEL COUNTY, MARYLAND

Address ARUNDEL CENTER, CALVERT AND NORTHWEST STREETS ANNAPOLIS, MARYLAND
21401 ATTENTION: COUNTY EXECUTIVE

2. SECURED PARTY

Name MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

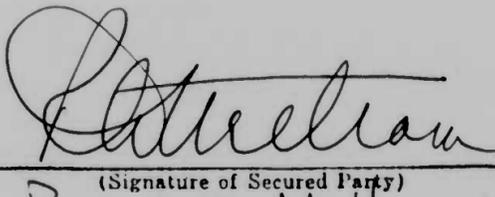
Address TWO HOPKINS PLAZA BALTIMORE, MARYLAND 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) TERMINATION</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #026860 C23 R02 T12:55 09/01/87 ck</p>	

1050
Dated August 10, 1987



(Signature of Secured Party)

Ronald D. Mettam, V.P.
Type or Print Above Name on Above Line

TO BE RECORDED AT
FINANCING STATEMENT/CHATTEL
RECORDS OF ANNE ARUNDEL COUNTY

REORDER FROM
Registre, Inc.
5204 TAYLOR ST. N.E.
MPLS., MINN 55421
(612) 571-2803

BC-2522

STATE OF MARYLAND

BOOK 517 PAGE 175

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255104

RECORDED IN LIBER 481 FOLIO 193 ON January 4, 1985 (DATE)

1. DEBIOR

Name NEW RIDGE LIMITED PARTNERSHIP, a limited partnership

Address 6310 FRANKFORD AVENUE BALTIMORE, MARYLAND 21206
ATTN: PAUL F. OBRECHT

2. SECURED PARTY

Name ANNE ARUNDEL COUNTY, MARYLAND

Address ARUNDEL CENTER, CALVERT AND NORTHWEST STREETS ANNAPOLIS, MD
21404 ATTN: O. JAMES LIGHTHIZER, COUNTY EXECUTIVE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

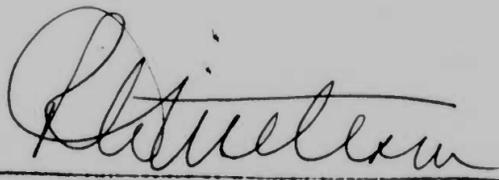
TERMINATION

ASSIGNEE:
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
TWO HOPKINS PLAZA
BALTIMORE, MARYLAND 21201
ATTN: RONALD D. METTAM, VICE PRESIDENT

RECORD FEE 10.00
POSTAGE .50
#026870 0237 R02 T12:56
09/01/87

OK

Dated August 10, 1987



(Signature of Secured Party)

Ronald D. Mettam, V.P.

Type or Print Above Name on Above Line

1000

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Charles R. Olson
Harriett E. Olson

7959 Telegraph Road #156
Severn, Maryland 21144

MPCo

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

USED 1987 Liberty Homes, Inc. Mobile Home, 80 X 14,
Glen Oaks, Serial # 08-L-58506

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Charles R. Olson
Charles R. Olson

THE BANK OF BALTIMORE

Harriett E. Olson
Harriett E. Olson

BY *Ms. J. Hamilton*

RECORD FEE 12.00
POSTAGE .50
#026990 C237 R02 T13:59
09/01/87
CK

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

*1200
05/21*

05/21

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Laurie M. Burger
Alvin E. Dins
Helen M. Dins

Chesapeake Mobile Court
1 South Ridge Road #70
Hanover, Maryland 21076

AP 80

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

Used 1984 Liberty Homes, Mobile Home, 52 X 14
Serial # 08-L-54727

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Laurie M. Burger
Laurie M. Burger

THE BANK OF BALTIMORE

X Alvin E. Dins
Alvin E. Dins

BY Ms. J. Hamilton

X Helen M. Dins
Helen M. Dins

RECORD FEE 13.00
POSTAGE .50
#027000 0237 R02 T14:02
09/01/87

CK

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

1300
1350

13.50



FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Jon Eads
Linda M. Goodrich

Mailing Address

73 Colonial Manor Ct.
Colonial Manor
Annapolis, MD 21404

AAC

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
Used 1977 Windsor, 70x14, 7014-6871 S/N,
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Jon Eads
Jon Eads
Linda M. Goodrich
Linda M. Goodrich

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Ma J. Hamilton

RECORD FEE 12.00
POSTAGE .50
#027010 0237 R02 T14:03
09/01/87
CK

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. which has been assigned to The Savings Bank of Baltimore.

1250

1250

BOOK 517 PAGE 179

200-100

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer Date Time No Filing Office

Christian Book Shop #2400
108 Old Solomons Island Road
Annapolis, Maryland 21401

Spring Arbor Distributors
10885 Textile Road
Belleville, Michigan 48111

RECORD FEE 11.00
POSTAGE .50
#027040 023T R02 T14:06
09/01/87
CK

5 This Financing Statement covers the following types (or items) of property

IBID system, peripherals, & IBID software

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8.)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.
- when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s)

By

Robert J. P. [Signature]
Signature(s) of Debtor(s)

By

G. L. Bely [Signature]
Signature(s) of Secured Party(ies)

(3/83)

(1) Filing Officer Copy—Numerical

(Required only if Item 10 is checked)

BOOK 517 PAGE 180

200170

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 13.00
POSTAGE .50
#027130 0237 R02 T15:17
09/01/87
CK

FINANCING STATEMENT

1. Debtor:
WELL ANN, INC.

Address:
c/o Mr. Robert Carr
Room 7, 820 Ritchie Highway
Severna Park, Maryland 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land known as 6736 Ritchie Highway, Glen Burnie, Maryland consisting of .593 acres of land which property is part of the land described in a Deed recorded among the Land Records of Anne Arundel County, Maryland in Liber FAM 170 at folio 254, et seq., and presently known as the HiWay Liquor Mart, or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor as aforesaid.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above

ed
1/0

described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind including but not limited to the Liquor License #0746 issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the business presently operated on the premises known as the Hi-Way Liquor Mart, and the license granted for operation of the Maryland Lottery Machine on the premises, and the list of specific personal property attached hereto as Exhibit A and incorporated herein.

4. The aforesaid items covered by this Financing Statement are included as security in an Assignment of Assignment of Rents, Leases, Liquor License, and Gross Receipts executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Financing Statement Records of **Anne Arundel County, Maryland**, securing the indebtedness of Debtor to Second National Federal Savings Bank in the amount of \$310,000.00, evidenced by two Promissory Notes of even date herewith in the respective amounts of 285,000.00 and \$25,000.00 each.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: WELL ANN, INC.

BY: Robert Carr (SEAL)
Robert Carr
Vice President

Dated: August 27, 1987

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S40244ms.fin

EQUIPMENT LIST

1. OWNED

1. ROUND PORTABLE wine chiller (2461AB)

1 FreeZER (145302FS)

1 FreeZER (151910FS)

1 Ice maker (516517053275002)

1 Ice maker (056594AC60246302)

2 Large Safes (1 upstairs + 1 downstairs)

Wine chiller - wine chilling cabinet, built into wall

2 Filing cabinets

1 DESK

2 ADDING MACHINES

Installed video tape recording system, in locked wooden cabinet, with 1 cassette video tape recorder

2 monitors and 4 cameras

Lighting Fixtures

Steel shelving

1 Large walk-in beer cooler

2 hand carts

3-compartment SINK AND Bar

2 Data terminal cash registers (#17341 #17446)

1 Refrigerated truck in back of Building for storage, wired with burglar alarm, stationary

200171

TO BE } RECORDED IN
 NOT TO BE } ~~LAND~~ RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Well Ann, Inc.
 Name or Names—Print or Type
 6736 Ritchie Hgwy. Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Bove's Hi-Way, Inc. c/o Charles Bove, Jr.
 Name or Names—Print or Type
 182 W. Lake Avenue, Annapolis, MD 21403
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Schedule A

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
 POSTAGE .50
 #027150 0237 RD2 715:18
 09/01/87

CK

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Well Ann, Inc.

SECURED PARTY:

J. DeRango
 (Signature of Debtor)

Bove's Hi-Way, Inc.
 (Company, if applicable)

 Type or Print
 (Signature of Debtor)

Charles Bove
 (Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: *L. Stephen Hess, Esq., 2110 Charles Center South,*
Baltimore, Maryland 21201

Bove's/Well Ann
8.11.87

Schedule A to Financing Statement

The Collateral covered by this Agreement shall be all the Debtor's goodwill, tradename, furniture, fixtures, supplies, equipment, records, customers' lists and correspondence, files, all of the corporate stock of the Debtor, arrangements, advertising programs, lease and any and all other property, including Liquor License # 07946, Class B (BWL), used in the operation and conduct of the Debtor's business on the premises at 6736 Ritchie Highway, Glen Burnie, Maryland 21061.

See attached List.

EQUIPMENT LIST

1. OWNED

1. ROUND PORTABLE WINE CHILLER (2461AB)

1 FREEZER (149302FS)

1 FREEZER (151910FS)

1 ICE MAKER (516517053275002)

1 ICE MAKER (056594AC60246302)

2 LARGE SAFES (1 UPSTAIRS + 1 DOWNSTAIRS)

WINE CHILLER - WINE CHILLING CABINET, BUILT INTO WALL

2 FILING CABINETS

1 DESK

2 ADDING MACHINES

INSTALLED VIDEO TAPE RECORDING SYSTEM, IN LOCKED WOODEN CABINET, WITH 1 CASSETTE VIDEO TAPE RECORDER

2 MONITORS AND 4 CAMERAS

LIGHTING FIXTURES

STEEL SHELVING

1 LARGE WALK-IN BEER COOLER

2 HAND CARTS

3-COMPARTMENT SINK AND BAR

2 DATA TERMINAL CASH REGISTERS (#17341 #17446)

1 REFRIGERATED TRUCK IN BACK OF BUILDING FOR STORAGE, WIRED WITH BURGLAR ALARM STATIONARY

To be recorded
 (1) in the Land Records of
ANNE ARUNDEL County
 (2) In the Financing Statement
 Records of ANNE ARUNDEL
 County

Not subject to ~~200000~~
 recordation tax
 Principal amount is
 \$ 250,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

- | | |
|---|--|
| 1. Debtor: | Mailing Address of Debtor: |
| Jon W. Brassel
Virginia H. Brassel | 1610 Wyatts Ridge
Annapolis, Maryland 21401 |
| | |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland | 106 Old Court Road
Pikesville, MD 21208 |

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 Edition, as amended), in all of the collateral hereafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to:

4.1 All equipment, machinery, building materials and other articles of personal property of every kind and nature now or hereafter located in or upon the land located in Anne Arundel County, Maryland which is described in Exhibit A hereto, including, by way of example rather than of limitation, all heating, lighting, laundry, plumbing, refrigerating, ventilating, communications apparatus, air-conditioning apparatus, fans, carpeting and other floor coverings, storm doors and windows, stoves, refrigerators, dishwashers and attached cabinets.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

Debtor:

RECORD FEE 12.00
 POSTAGE .50
 #027250 0055 R02 T15:28
 09/01/87
 CK

Jon W. Brassel
 Jon W. Brassel

Virginia H. Brassel
 Virginia H. Brassel

Date: August 26, 198 7

0449E/298

12/30

EXHIBIT A - PROPERTY DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot No. 21, Section B, as shown on the Amended Plat 3 of 3 entitled, "BELVOIR", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 102, folio 15, which has the street address of 1610 Wyatts Ridge, Annapolis, Maryland 21401.

BEING the same property which by deed dated October 31, 1986 and recorded on January 19, 1987 in the Land Records of Anne Arundel County at Liber 4242, folio 120 was granted and conveyed by JMG Development Corporation unto Jon W. Brassel and Virginia H. Brassel.



COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS	
1. Debtor(s)	Street	City State
<u>John W. Frost, Jr. M.D., P.A. d/b/a Annapolis Plastic Surgery</u>	<u>1300 Pitchie Highway</u>	<u>Arnold, Maryland 21012</u>

2. Secured Party SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 12.00

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

FILE FEE .50

Debtor(s) or Assignor(s)
John W. Frost, Jr. M.D., P.A.
d/b/a Annapolis Plastic Surgery

#044030 0345 R01 713436

07/01/87

CK

Secured Party: SOVRAN BANK/MARYLAND

By: Michael T. Cavey

John W Frost, Jr. (President)

Type Name Michael T. Cavey

Title Assistant Vice President

John W Frost, Jr - President
Type or Print Name and Title of Each Signature

Handwritten initials

BOOK 517 PAGE 189

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

ANNAPOLIS CHARTERS INC.
4 STONECREST CT.
SILVER SPRING, MD.
69-024-7680-2

2. Secured Party(ies) and address(es)

MIDLANTIC NATIONAL BANK
2 BROAD ST.
BLOOMFIELD, N.J. 07003

3. Maturity date (if any)

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No.

ANNE ARUNDAL

Date Filed

LIBER
EX. 462 PG. 487
JUNE 10 1983

RECORD FEE 10.00
POSTAGE .50

Filed with _____ Date Filed _____ bearing file number shown above, is still effective.

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

09/01/87
CK

No. of additional Sheets presented: _____

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

MIDLANTIC NATIONAL BANK
By: [Signature] AVP
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~SECURED PARTY~~

Name COMPUTER SALES INTERNATIONAL, INC.
Address 10845 Olive Blvd., St. Louis, Missouri 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Memorex 3260T leased by Lessor to Lessee pursuant to Equipment Schedule No. Two to Master Lease Agreement No. 110440, between the parties. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code. Equipment Location: 1302 Concourse Drive Linthicum Heights, Maryland 21090

Name and address of Assignee

County Clerk - Anne Arundel, Maryland

RECORD FEE 11.00
#044060 0345 R01 T13145
09/01/87
CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Charles M. Reid
(Signature of ~~Debtor~~) LESSEE

Charles M. Reid
Type or Print Above Name on Above Line

(Signature of ~~Debtor~~) LESSEE

Type or Print Above Signature on Above Line

Lorraine S. Cherrick
(Signature of ~~Secured Party~~) LESSOR

Lorraine S. Cherrick
Type or Print Above Signature on Above Line

11-

269 176

BOOK 517 PAGE 191

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Simmons, S. Bradley
5672 Nutwell Sudley Rd.
Deale, Md. 20751

John Deere Credit Services,
P.O. Box 65090
West Des Moines, Ia
50265-9990

SEARCH FEE 11.00
FILING FEE .50
NOTARIAL FEE 10.00
TOTAL 21.50

4 This financing statement covers the following types (or items) of property

1 John Deere 1508 Rotary Cutter
Serial #W01508F022080

5 Assignee(s) of Secured Party and Address(es)

OK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

X *S. Bradley Simmons*

By _____

Signature(s) of Debtor(s)

By _____

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

FINANCING STATEMENT BOOK 517 PAGE 192

Form UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK.

200177

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____.

If this statement is to be recorded in land records check here _____.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____ The Yacht Basin Comapny, Inc.
Address _____ 2 Compromise Street - P.O. Box 168
Annapolis, Maryland 21404

2. SECURED PARTY

Name _____ Centron Financial Services, Inc.
Address _____ Route 9 & The Garden State Parkway - P.O. Box 74
New Gretna, N.J. 08224

RECORD FEE 11.00
POSTAGE .50
0044210 0345 801 714/04
09/01/87
CK

Hull VKY45118H788 (COUNTY)
Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property:

- | | |
|-------------------------------|---------------------|
| 1988 Viking 45' Convertible | Hull #VKY45118H788 |
| Twin G.M. 6-71TIB: 485HP J&T | Ser. #6A455375-Port |
| | Ser. #6A455344-Stbd |
| 8.0KW Kohler Diesel Generator | Ser. #191206 |

Check (X) the lines which apply

5. _____ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- _____ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- _____ (Proceeds of collateral are also covered)
- _____ (Products of collateral are also covered)

Annette S. Glebocki
Signature of debtor
BY: Annette S. Glebocki, Power of Atty.
The Yacht Basin Company, Inc.
Type or print above name

Signature of debtor
Type or print above name

Gerard D. Straub
Signature of secured party
Gerard D. Straub, Secretary
Centron Financial Services, Inc.
Type or print above name

1780

STATE OF MARYLAND

BOOK 517 PAGE 113

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
Address P.O. Box 168 - 2 Compromise Street
Annapolis, Maryland 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Address Route 9 & The Garden State Parkway - P.O. Box 74
New Gretna, N.J. 08224
Hull #VKY45118H788 (COUNTY)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

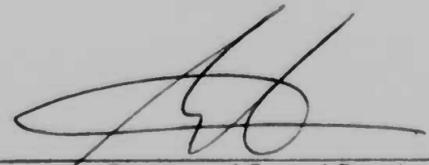
3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
40-4230 C345 R01 T14104
07/01/87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> <u>517-192</u> XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Security Savings and Loan Association 100 Northeast Avenue Vineland, New Jersey 08360</p>	

Dated 8-20-87



(Signature of Secured Party)
Gerard D. Straub, Secretary
centron Financial Services, Inc.
Type or Print Above Name on Above Line
1030

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Robert E. Lohfeld
14824 Native Dancer Road
Larnestown, MD 20878

2. Secured Party(ies) and address(es)

Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, New Jersey

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 247193 Liber 461 PG 386

Filed with Anne Arundel Co Date Filed 5/23/83 1983

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10

RECORD FEE 10.00
#044240 C345 003 714405
5/23/83

3/19/83

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Carlson, Gilman R. & Mary N.
1913 Dulany Place
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

Society For Savings
1290 Silas Deane Hwy
Wethersfield, CT.

For Filing Officer (Date, Time and Filing Office)

RECORD FEE \$10.00
MD-4250 2245-801 71415
02/01/87

4. This statement refers to original Financing Statement bearing File No. 494-281

Filed with Anne Arundel Co.

Date Filed 1/31

1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-

CK
2/19/87

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 517 PAGE 196

FINANCING STATEMENT

209100

DATE: August 19, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): NRL, Inc.

ADDRESS: 7161 B & A Blvd.
Ferndale, MD

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
ANNAPOLIS 21404
09/01/87
CK

DEBTOR(S):

NRL, Inc.

(Company Name)

BY:

Rose M. Reighter NRL SEC

Rose M. Reighter NRL SEC

BY:

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11-50

BOOK 517 197

Anne Arundel County
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Business Systems Management, Inc.
Address 2134-B Generals Hwy and 177 Defense Hwy, Annapolis, MD 21401

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.
Address P.O. BOX 489
COLUMBIA, MD 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
08/01/87
CK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Business Systems Management, Inc.
[Signature]
(Signature of Debtor)
JOHN J. RICE
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)
Elaine E. Mahaffey
Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.
[Signature]
(Signature of Secured Party)
PAUL J. HOLTZ
Type or Print Above Signature on Above Line

1150

200 100

FINANCING STATEMENT

Form UCC-1 Identifying File No. _____

BOOK 517 PAGE 198

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____.

If this statement is to be recorded in land records check here _____.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168 - 2 Compromise Street
Address Annapolis, Maryland 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway - P.O. Box 74
Address New Gretna, N.J. 08224

RECORD FEE 11.00
SEARCH FEE .50
INDEX FEE .10
TOTAL 11.60
09/01/87
CK

Hull #VKY44306H788 (COUNTY)
Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property:

- | | |
|-------------------------------|---------------------|
| 1988 Viking 44' Motor Yacht | Hull #VKY44306H788 |
| Twin G.M. 671-STI 450HP J&T | Ser. #6A455019-Port |
| | Ser. #6A455355-Stbd |
| 8.0KW Kohler Diesel Generator | Ser. #191028 |

Check (X) the lines which apply

5. _____ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- _____ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- _____ (Proceeds of collateral are also covered)
- _____ (Products of collateral are also covered)

Annette S. Glebocki
Signature of debtor
BY: Annette S. Glebocki, Power of Attorney
The Yacht Basin Company, Inc.
Type or print above name

Signature of debtor
Type or print above name

Gerard D. Straub
Signature of secured party
Gerard D. Straub, Secretary
Centron Financial Services, Inc.
Type or print above name

11.50

STATE OF MARYLAND

BOOK 517 PAGE 199

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168
Address 2 Compromise Street
Annapolis, Maryland 21404

RECORD FEE 10.00
POSTAGE .50
NO-4310 2345 901 714-110
08/01/87

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway - P.O. Box 74
Address New Gretna, N.J. 08224

St

Hull #VKY44306H788 (COUNTY)

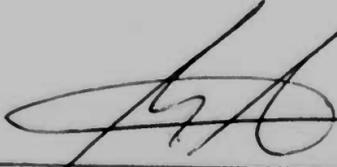
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Security Savings and Loan Association 18 Northeast Avenue Vineland, New Jersey 08360</p>	

Dated August 20, 1987


(Signature of Secured Party)
Gerard D. Straub
Centron Financial Services, Inc.
Type or Print Above Name on Above Line

1050

BOOK 517 PAGE 200

FINANCING STATEMENT

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. (Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated... is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corporation

Address 8001 Timbers Hole Road Pasadena, Maryland 21021

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name

Address

RECORD FEE 11.00
POSTAGE .50
09/01/87
CK

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any)

5. This financing statement covers the following types (or items) of property: (list)
All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.
 (Products of collateral are also covered) Northward Corporation

BY: Signature(s) of Debtor(s)

Type or Print Above Signature on Above Line

Signature(s) of Debtor(s)

REESE W. DIBBS JR. Type or Print Above Signature on Above Line

WHIRLPOOL ACCEPTANCE CORPORATION

BY: Signature(s) of Secured Party(ies)

J. Giannattasio Branch Manager Type or Print Above Name on Above Line

Original: Filing Officer Duplicate: Branch Office File

11/80

BOOK 517 PAGE 201

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Logan, John W. & Elizabeth Lee 504 Sara Drive Annapolis, MD 21401		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>503-293</u> Filed with <u>Anne Arundel</u> Date Filed <u>9-30</u> 19 <u>86</u>		RECORD FEE 10.00 4044520 C34E R01 T14134 8/19/87	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.			

No. of additional Sheets presented:

Berkeley Federal Savings & Loan Association

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

200186

BODK 517 PAGE 202

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Primedical Corporation
2661 Riva Road
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
Citizens Fidelity Bank and
Trust Company
Citizens Plaza
500 West Jefferson Street
Louisville, KY 40202

3 Maturity date (if any).
For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

All rights, titles and interests of the Debtor in and to the entire amount of the unearned premium from time to time existing under that certain medical malpractice insurance policy issued by Paradigm Insurance Company, in favor of the Debtor, and bearing Policy No. PLP 03198787B1048.

5 Assignee(s) of Secured Party and Address(es)
07-01-87
CK

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with: Clerk, Anne Arundel
County, Maryland

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 0

PRIMEDICAL Corporation

CITIZENS FIDELITY BANK AND TRUST COMPANY

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

FINANCING STATEMENT

File No. 200107

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>Hanna Personnel, Inc. P.O. Box 838 Severna Park, Md. 21146</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Loan Dept.</p> <hr/> <p>Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other.

RECORD FEE 11.00

POSTAGE .50

REGISTERED COPY R01 11:40

09/01/87

CK

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md)
Principal amount of debt initially incurred is \$ _____

DEBTOR:

Hanna Personnel, Inc.

By: [Signature]
Milton Gordon, President

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND

By: [Signature]
Victoria M. Corum

(Type Name)
August 11 1987
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1150

BOOK 517 PAGE 204

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Silber, Stanley B. & Deborah K. 3216 Fallstaff Road Baltimore, MD 21215		2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>256388</u> <u>liber 484</u> <u>pg 427</u> Filed with <u>Anne Arundel</u> Date Filed <u>4-25</u> 19 <u>85</u>		RECORD FEE 10.00 #044670 CJD 201 T14142 03/01/87	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.			

CK
4/26/85
8/19/87

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Society For Savings
ACR Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 517 PAGE 205

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any) 12 AUG 87
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First and ADDRESS(ES))
KIRCHNER
1604 ORCHARD WAY
ANNAPOLIS
216389666 AB

2. SECURED PARTY(IES) and ADDRESS(ES)
ROBERT ALLEN JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4. This statement refers to original Financing Statement bearing File No. 488-215-257898
Filed with ANNE ARUNDEL MD Date Filed 12 AUG 85

RECORD FEE 10.00
POSTAGE .50
#044520 0345 R01 T14144

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

09/01/87
CK

10. _____
Number of Additional Sheets Presented 20 AUG 87

TO
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.
By *[Signature]*
Signature(s) of Secured Party(ies) MANAGER OF PROCESSING

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)
FILING OFFICER'S COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

10-50

BOOK 517 PAGE 206

269100

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es) MATTHEW C. SMITH CATHERINE T. SMITH 1676 SHANNON O CIRCLE SEVERN MD 21144	2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBRIDGE, VA 22191	4 For Filing Officer Date, Time, No. Filing Office RETURN FEE 12.00 POSTAGE .50 #028210 0237 R02 110:23 09/02/87 CK
---	--	--

5 This Financing Statement covers the following type(s) of property:
1983 RITZ-CRAFT
70 X 14 SERIAL # 0101833941
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

X 8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

MATTHEW C. SMITH CATHERINE T. SMITH GREEN TREE ACCEPTANCE INC.

By *Matthew C. Smith* *Catherine T. Smith* *D. Shawne*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL
(3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 517 PAGE 207

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Boddicker, Michael R & Jan C 25736 Valley Park Terrace Damascus MD 20872	2. Secured Party(ies) and address(es) First Jersey Nat. Bk/South S Carolina & Atl. Aves Atlantic City NJ 08401	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #028750 0237 R02 T11:38 09/02/87 CK
4. This statement refers to original Financing Statement bearing File No. <u>256362Bk484Pg379</u> Filed with <u>Anne Arundel County</u> Date Filed <u>3/15</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

 First Jersey National Bank/South

 Marian Sorrentino Vice Pres
 By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 517 PAGE 208

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (first and address) McQuire Dunham Ann G 7 South Beechwood Ave Baltimore Md 21228	2. Secured Party(ies) and addresses First Jersey Nat. Bk/South S Carolina & Atl Aves Atlantic City NJ 08401	3. Maturity date (if any): For Filing Office (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #028760 0237 R02 T11:41 09/02/87 OK
4. This statement refers to original Financing Statement bearing File No. 254276Bk478Pg599 Filed with Anne Arundel County Date Filed 10/11 1984		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: _____

First Jersey National Bank/South
Marian Sorrentino
 Marian Sorrentino Vice Pres

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____ Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

Check below if good are or are to become fixture.

BOOK 517 PAGE 209

() To be recorded in Land Records (✓) To be recorded in Chattel Records () To be recorded with Dept. Assessments/Taxation

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date July 22, 1981 Record reference 440/101 ID #238946

Name(s) of Debtor(s)

DSG HOLDINGS, INC. 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date July 22, 1981

Record reference 440/138 ID #238943

Name(s) of Debtor(s)

DAVIDSONVILLE SAND & GRAVEL CO., INC. 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date July 22, 1981

Record reference 440/109 ID #238947

Name(s) of Debtor(s)

BRANDYWINE SAND & GRAVEL COMPANY 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date February 26, 1982

Record reference 447/190 ID # 241583

Name(s) of Debtor(s)

DSG HOLDINGS, INC. 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date February 26, 1982

Record reference 447/196 ID # 241576

Name(s) of Debtor(s)

DAVIDSONVILLE SAND & GRAVEL CO., INC. 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date February 26, 1982

Record reference 447/132 ID #241578

Name(s) of Debtor(s)

BRANDYWINE SAND & GRAVEL COMPANY 5800 Shreff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date August 16, 1982

Record reference 452/533 ID # 243775

Name(s) of Debtor(s)

BRANDYWINE SAND & GRAVEL COMPANY 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date March 23, 1983

Record reference 460/66 ID #246625

Name(s) of Debtor(s)

BRANDYWINE SAND & GRAVEL COMPANY 5800 Sheriff Road Fairmont Heights, MD 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

Date February 26, 1982

Record reference 447/86 ID #241574

Name(s) of Debtor(s)

BRANDYWINE SAND & GRAVEL COMPANY 5800 Sheriff Road Fairmont Heights, Maryland 20027

Name of Secured Party

THE FIRST NATIONAL BANK OF MD 25 South Charles Street Baltimore, MD 21202

CHECK APPLICABLE STATEMENT

(X) PARTIAL RELEASE

All property located on or affixed to the below described parcel of real property is released from the above-referenced Financing Statements; however, all other property described in the above-referenced Financing Statements remains as security for the Debtors obligations to the Secured Party and is unaffected by this Partial Release.

PARCEL IV

That parcel of land situate and lying in Anne Arundel County, Maryland and being more particularly described in a Deed dated June 15, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3212, folio 101 from Olga Christina Boone McMillan to Davidsonville Sand and Gravel Co., Inc. The name of a record owner is Davidsonville Sand and Gravel Co., Inc.

Larry Schultz, Sr. Loan Executive 7-14-87

10.50

Troese Title Services of Annapolis, Inc. 2083 West Street Suite 5G Annapolis, Maryland 21401

Return To

MAX & LONDON, P.A.
8701 Georgia Avenue, #200
Silver Spring, MD. 20910

289103

UNIFORM COMMERCIAL CODE

BOOK 517 PAGE 210

Washington Law Reporter Form 1000
1111 1st St. N.W., Washington, D.C. 20004

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date &	
Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

J R CARWASH, INC., a Maryland c/o MCS Company, 1701 Midway Road, Odenton, Maryland corporation

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

RECORD FEE 13.00
POSTAGE .50
104470 DTT 303 114419
12-22-87
CK

KATZ, FRONE, SLAN & BLEECKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-2524

RETURN TO

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

Part of the
3. collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
- J R CARWASH, INC., a Maryland corporation

BY: Jimmie A. Miller (SEAL) _____ (Seal)
JIMMIE A. MILLEB, President (Corporate, Trade or Firm Name)

BY: Ronald Schaefer (SEAL) _____
RONALD SCHAEFER, Secretary Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1350



All that lot of ground situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at the intersection of the New Northeast Right of Way Line of Fort Smallwood Road (Md. Rt. #173) as now widened and shown on S.H.A. Plat No. 46084 and the 2nd or N. 65 degrees 48 minutes 54 seconds E. 200.00' line of the whole tract of land of which the parcel now being described is a part and which said whole tract of land is described in a Deed dated January 11, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2463, folio 796 from Albert Landay, et al to Kayo Oil Corp and running thence from said place of beginning and binding on part of the said 2nd line of said whole tract N. 65 degrees 48 minutes 54 seconds East with all bearings referred to the said whole tract, 154.23' to the end of the said 2nd line; thence running and binding on the 3rd line of said whole tract S. 50 degrees 03 minutes 45.7 seconds East 200.00' to the end of the said 3rd line; thence running and binding on part of the 4th line of said whole tract, South 65 degrees 48 minutes 54.3 seconds West 155.87' to intersect the said New Northeast Right of Way Line of Fort Smallwood Road, thence for a line of division through the said whole tract and binding along the said New Northeast Right of Way Line of Fort Smallwood Road by a curve to the left having a radius of 4616.66' and an arc distance of 199.15' more or less to the said place of beginning.

CONTAINING 29573.45 square feet or 0.6789 Acres of land more or less.

SUBJECT to slope easements as shown on S.H.A. Plat #46084.

The improvements thereon being known as 7953 Fort Smallwood Road, also known as 7971 Fort Smallwood Road.

EXHIBIT "B"
PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

*including but not limited to carwash equipment hereafter acquired,
Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

*****CROSS INDEX INTO FINANCE***

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No. _____
Date & _____
Hour _____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement Book 501 Page 462
Date of Filing 8/7/86 Record Reference 263257
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Purdham, Wayne S.</u>	<u>1349</u>	<u>Hanover Road,</u>	<u>Hanover,</u>	<u>Maryland</u>
<u>Purdham, Doris</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Company</u>	<u>2510</u>	<u>Schuster Drive,</u>	<u>Cheverly,</u>	<u>Maryland</u>

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 15.00
POSTAGE .50
4041800 CTTT R01 T20408
08/11/87
CK

Debtor(s) or assignor(s) Griffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)

Laurence M. Dennis
Signature of Secured Party or Assignee

(Type or print name under signature)

Treasurer
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1350



1350

BOOK 517 PAGE 215

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267953

RECORDED IN LIBER 513 FOLIO 161 ON 6/10/87 (DATE)

1. DEBTOR

Name Hacks, Inc.
Old Solomans Island Rd. Annapolis, Md. 21401
Address 134 Main Street Annapolis, Md. 21401
19 Parole Plaza Annapolis, Md. 21401

2. SECURED PARTY

Name Borg Warner Acceptance Corp.
Address 10400 Connecticut Avenue, Suite 402, P.O. Box 285
Kensington, Maryland 20895

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Amendment. Includes a box for 'Please amend Secured Party to include:' with address for Borg Warner Acceptance Corp.

RECORD FEE 10.00
POSTAGE .50
#029750 0237 R02 T09:49
09/03/87

Handwritten initials

10/80

Dated July 15, 1987

Signature & Title

(Signature of Secured Party)

D.R. Williams, Jr. Credit & Collections Mgr.
Type or Print Above Name on Above Line

BOOK 517 PAGE 216

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Anne Arundel
3. Maturity date (if any): **NR**

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time and Filing Office)

Loughman, Stephen H.
9 Manor Hill Dr.
Fairport, N.Y.
245044

Midlantic National Bank
2 Broad Street
Bloomfield, N.J. 07003

RECORD FEE 10.00
POSTAGE .50
#029760 0237 R02 TOP:50
09/03/87
OK

4. This statement refers to original Financing Statement bearing File No. 245915 L 458 Pg265

Filed with _____ Date Filed _____ 19____

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Continuation of original UCC I filing.

No. of additional Sheets presented: _____

Midlantic National Bank

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)
Robert J. Meek, AC

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax PURCHASE MONEY
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures Only).

NAME	No.	Street	City	State
1. Debtors(s) (or assignor(s))				
Norman T. Cully Excavation Construction, Inc.		811 Bestgate Road,	Annapolis,	Md. 21401

2. Secured Party (or assignee) _____
 SOVRAN BANK / MARYLAND 12125 Viers Mill Road, Silver Spring, Maryland 20906

3. This Financing Statement covers the following types (or items) of property:

1979 Caterpillar Grader w/ Vee Plow Model 120 Serial #89G2159

RECORD FEE 11.00
 POSTAGE .50
 #029770 0237 R02 109:52
 09/03/87
 CK

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
SOVRAN BANK / MARYLAND	Norman T. Cully Excavation Construction, Inc.

By: Rose Ann Reed
 Type Name ROSE Ann Reed
 Title Retail Banking Officer

Norman T. Cully - President
 Norman T. Cully, President

Type or Print Name and Title of Each Signature

11/2/85

AP 20

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No _____ Page No 98
Identification No 266789 Dated April 16, 1987

1. Debtor(s) { Plastic Surgery Specialists, P.C.
Name or Names - Print or Type
2448 Holly Ave., Suite 400, Annapolis, A.A., Maryland 21401
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank Of Maryland
Name or Names - Print or Type
18 West Street, Annapolis, A.A., Maryland 21401
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

The address of the debtor is to be changed to:

2448 Holly Ave., Suite 400
Annapolis, Maryland 21401

from: 69 Franklin Street
Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
#029780 0387 002 109:54
09/03/87
CK

10-23

DEBTOR
Plastic Surgery Specialists, P.C.
[Signature]
(Signature)
[Signature]

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
[Signature]
(Signature of Loan Officer)
Nicholas Lambrow, Regional Loan Officer
(Print Name and Title)
18 West St., Annapolis, Md. 21401
(Address)

STATE OF MARYLAND

BOOK 517 PAGE 220

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259205

RECORDED IN LIBER 491 FOLIO 440 ON 11-14-85 (DATE)

1. DEBTOR

Name DeSilva, Peter an ind., d/b/a VIKING BOAT SUPPLIES
Address 320 Sixth Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name AMERICAN ACCEPTANCE CORPORATION
Address P.O. Box 808, Philadelphia, Pa. 19105

RECORD FEE 10.00
POSTAGE .50
#029810 C237 R02 T09:58
09/03/87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

"This Statement of Termination of Financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number show above"

AMERICAN ACCEPTANCE CORPORATION

Dated August 6, 1987

Ralph L. Dill
(Signature of Secured Party)

Ralph L. Dill (auth. signature)
Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 221
Identifying File No. 200100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 32,788.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Color Tile Supermart, Inc.
Address 515 Houston Street, Fort Worth, TX 76113

RECORD FEE 11.00
RECORD TAX 231.00
POSTAGE .50
#029840 0237 R02 T10:08
09/03/87
CK

2. SECURED PARTY

Name Yale Financial Services Trust
Address 200 N. LaSalle Street, Chicago, IL 60601
Yale Financial Services
Attn: Ray Wall, Route 523 & 31, Flemington, NJ 08822
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the equipment now or hereafter leased by Lessor to Lessee, and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds (including insurance proceeds) thereof.

Name and address of Assignee

Filed with: Clerk of the Circuit Court Anne Arundel County, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Color Tile Supermart, Inc.

Dean O'Leary, Secretary
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Yale Financial Services Trust

Robert A. Thomas
(Signature of Secured Party)

Robert A. Thomas

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200709

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Billy N. Beauchamp and Rebecca T. Beauchamp
Address 225 Wiltshire Lane, Severna Park, Md. 21146

2. SECURED PARTY

Name Chelsea Groton Savings Bank
Address 1 Franklin Square, Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 Imperial, 260 FC, Hull No. ALSPY134D787 with
1987 Mercruiser engines, 165 hp, serial nos.
P: OB758629 S: OB758607

Name and address of Assignee
RECORD FEE 12.00
POSTAGE .50
#029860 C237 R02 T10:11
09/03/87
CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Billy N. Beauchamp
(Signature of Debtor)

Billy N. Beauchamp
Type or Print Above Name on Above Line

Rebecca T. Beauchamp
(Signature of Debtor)

Rebecca T. Beauchamp
Type or Print Above Signature on Above Line

CHELSEA GROTON SAVINGS BANK
Annel McManus
(Signature of Secured Party)

Type or Print Above Signature on Above Line

BOOK 517 PAGE 223

NOT USED

9/3/87

517 224

200512

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

SEVERN RIVER GROUP (A Maryland General Partnership)
970 Waterview Drive
Crownsville, Maryland 21032

RECORD FEE 14.00
POSTAGE .50
#029900 0237 R02 T10:24
09/03/87
CK

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (An Agency of the U.S. Government)
Equitable Building, 3rd Floor, 10 N. Calvert Street
Baltimore, Maryland 21202

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
Inventory, raw materials, etc., including after acquired and proceeds.
Accounts, including after acquired, and proceeds.
Contract rights, including after acquired, and proceeds.
Right, title and interest in and to the liquor license issued with respect to the premises located at ... and all renewals thereof.
Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is [XX], is not [] exempt from the recordation tax. Principal amount of the Debt is \$107,000.00 plus interest.

DEBTOR:

Severn River Group
A Maryland General Partnership

Witness: [Signature] Michael A. O'Malley, General Partner (SEAL)

Witness: [Signature] Robert Cheseldine, General Partner (SEAL)

Witness: [Signature] John D. Skaggs, General Partner (SEAL)

AFTER RECORDATION RETURN TO:
Small Business Administration
Baltimore District Office
Equitable Bldg., 3rd Floor
10 N. Calvert Street
Baltimore, MD 21202

1400

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 200985

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S), and Address(es): (last name first) CAPITAL CITY CARPET INC 1450 RITCHIE HWY ARNOLD, MD. 21012	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 11.00
POSTAGE .50
#029930 0237 R02 T10:41
09/03/87
CK

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

CAPITAL CITY CARPET INC
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL)

By: [Signature]

By: _____ (SEAL)

(Date Signed by Debtor)

19

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11/33

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall not be a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

BOOK 517 PAGE 227

Financing Statement for Register of Deeds - Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Bennett, Pamela S. Bennett, Lloyd L. 4744F Flanders Lane Harwood, MD 20776 (4942-00-21)	2 Secured Party and Address BROOKFIELD-METCO Community Credit Union 4055 N. 128th St. Brookfield, WI 53005	RECORD FEE 10.00 POSTAGE .50 #028950 0237 R02 T10:46 09/03/87 CK/
3 No. of Additional Sheets Presented:		
4 This Financing Statement covers the following types (or items) of Property (Collateral): 1972 Marlette 12 X 70 Mobile Home; Serial #20524		5 Assignee of Secured Party and Address
Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate same of record. THE FEE FOR FILING THIS STATEMENT OF TERMINATION IS ENCLOSED.

Book 485/149 # 256598
Type/print name of Secured Party of Record BROOKFIELD-METCO Community Credit Union
Dated: 8-6, 19 87 By: Barbara Bowman, Officer
SIGNATURE OF SECURED PARTY OF RECORD, OR ITS REPRESENTATIVE TITLE
NOT VALID UNTIL SIGNED

(3) FILING OFFICER COPY

Acknowledgment and Termination-Filing Officer-Note file number, date, and hour of filing hereon and return to the person filing.

1055

STATE OF MARYLAND 228

R-K
200013 0m08
13.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert C. Dick and Carol M. Dick

Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) used 1976 GMC Model 5500 school bus.
S/N TSE636V592824 with a 66 passenger Thomas school bus body.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert C. Dick and Carol M. Dick

Robert C. Dick
(Signature of Debtor)

First Maryland Leasecorp

Robert C. Dick

Type or Print Above Name on Above Line

Carol M. Dick
(Signature of Debtor)

W. R. Brown; Garth C. Harding
(Signature of Secured Party)

Carol M. Dick

Type or Print Above Signature on Above Line

W. R. Brown; Garth C. Harding

Type or Print Above Signature on Above Line

13.50

02/03/87
CK

20051 AM City
Cm 05
12.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles R. Thompson, Sr., and Sharon L. Thompson
Address 1409 Harvey Avenue Severn, Maryland 21144

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing: One (1) new 1987 International Model 1853 school bus, S/N 1HVLPUXN2HH487209 with a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles R. Thompson Sr.
(Signature of Debtor)

First Maryland Leasecorp

Charles R. Thompson, Sr.
Type or Print Above Name on Above Line

Sharon L. Thompson
(Signature of Debtor)

W. L. Brown
(Signature of Secured Party)

Sharon L. Thompson
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1700

STATE OF MARYLAND
FINANCING STATEMENT

Identifying File No. 200515

A.A. Conty
om 03
11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers II, Inc.

Address B & A Boulevard and Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1986 International Model 1853 school bus. S/N 1HVLPUXM3GHA34385 with a 66 passenger Thomas school bus body. One (1) new 1987 International Model 1853 school bus. S/N 1HVLPUXPLHH467583 with a 66 passenger Thomas school bus body. One (1) used 1972 MCI Model MC7 coach. S/N 9076

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown, Garth C. Harding
(Signature of Secured Party)

W. R. Brown, Garth C. Harding

Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209510

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trattoria Alberto T/A Alberto's Rest.

Address 1660 Crain Hwy, Glen Burnie, Md. 21061

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One(1) 1612-1 Slicer

Annapolis # 106382

RECORD FEE 10.00
4047820 ETT 702 708416
09/03/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alice J. Grigsby Attorney in Fact
(Signature of Debtor)

Trattoria Alberto T/A Alberto's Rest.

Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact
(Signature of Debtor)

Trattoria Alberto T/A Alberto's Rest.

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

200527

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name LEGUM AND HENLEY, PA
Address 208 Duke of Gloucester St., Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Various items of furniture as further described on the Equipment Schedule attached and made a part of the lease thereof.

Name and address of Assignee
Fidelity Bank
Broad & Walnut Streets
Philadelphia, PA 19109

"TOTAL RECEIVABLE \$4,824.00."

RECORD FEE 11.00
RECORD TAX 35.00

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

09/03/87
CK

(Signature of Debtor)

Type or Print Above Name on Above Line
Alan Legum
Signature
Alan Legum President
LEGUM AND HENLEY, PA
Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

11 35 0

Equipment Schedule

BOOK 517 PAGE 233

Lease Contract No. _____
Between _____ (Lessee) and
Century Equipment Leasing Corporation (Lessor)
Various items of furniture as further
described below:

<u>Quantity</u>	<u>Description</u>	<u>Model</u>
1	Multi-Line Desk (Rosewood)	8173
1	Multi-Line File Drawer Section	8179
1	Multi-Line 3 Drawer Section Rosewood	8178
1	Center Drawer Rosewood	8192
1	Black Leather Chair	8368

S/N

12/17

AMW 8/19/87

200007

BOOK 517 PAGE 234

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Studholme, Barbara 96 Market Street Annapolis MD 21401	2 Secured Party(ies) and address(es) Gordon Douglass Boat Co. Inc. Route 4, Box 9K, Cemetery Str Deer Park, MD 21550	3 Maturity date (if any): For Filing Officer (Date, Time, Number and Filing Office)
---	---	---

4 This financing statement covers the following types (or items) of property:

- 1 - Flying Scot sailboat, 19', Hull ID GDB03014R787, Sail # 4379

ASSIGNEE OF SECURED PARTY

Garrett National Bank
Box 239
Oakland, Md. 21550

RECORD FEE \$11.00
POSTAGE .50
- \$11.50 DEPT REG TOL 20
08/07/87

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 05

Filed with: Anne Arundel

By Barbara Studholme
Barbara R Studholme
Signature(s) of Debtor(s)

Gordon Douglass Boat Co., Inc.
By Mary B. Ammann, S.T.
Signature(s) of Secured Party(ies)

11.50

(1) FILING OFFICER COPY-ALPHABETICAL

1150

BOOK 517 PAGE 235

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>The Paper Warehouse South, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>470-G Ritchie Highway</u>	Attn <u>Marc Tohir</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>Severna Park, Maryland 21146</u>	<u>18 West St.</u>
<small>(Address)</small>	<small>(Address)</small>
	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor. _____

3. Products of the collateral are also specifically covered

RECORD FEE 12.00

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

POSTAGE .50

NO-7930 0777 R01 T08:20

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

(Seal)
Marsha Schleider
(Signature)
MARSHA SCHLEIDER
(Print or Type Name)

(Seal)
Fran Mahr
(Signature)
FRAN MAHR
(Print or Type Name)

09/03/87

CK

1250

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State

* Toy Wizard, Inc. 18761-Y North Frederick Road, Gaithersburg, MD 20879

Name of Secured Party or assignee No. Street City State

The National Bank of Washington 4340 Connecticut Ave., NW, Wash., DC 20008
1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All equipment, fixtures, inventory, receivables, general intangibles presently owned or hereafter acquired and proceeds and products thereof.

RECORDS FEE 11.00
FEE: .50
11-7940-1177 101 103421
09/03/97
CK

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Toy Wizard, Inc.

[Signature]

Brian Mack, President
(Type or print name under signature)

National Bank of Washington (Seal)
(Corporate, Trade or Firm Name)

[Signature]

Signature of Secured Party or Assignee
Donald W. Bartz, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

* The Collateral described above could also be located at:
18302 Contour Road, Gaithersburg, MD 20879, Montgomery County
12948 Middlebrook Road, Germantown, MD 20874, Montgomery County
2325-A Forest Drive, Annapolis, MD, Anne Arundel County

FF-027

1150

The National Bank of Washington
4340 Connecticut Avenue, N.W.
Washington, DC 20008
DCU VN-5

RETURN TO:

STATE OF MARYLAND

BOOK 517 PAGE 237

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259446

RECORDED IN LIBER 492 PAGE XXXXV FOLIO 222 ON December 2, 1985 (DATE)

1. DEBTOR

Name NIPPES, J. TIMOTHY
Address 73 Maryland Avenue, Annapolis, MD 26401

2. SECURED PARTY

Name AMCA International Finance Corporation
Address 200 Executive Drive, Brookfield WI 53005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other, and assignee/property details.

Dated 7-21-87

AMCA International Finance Corporation
Wendy Atkinson
Type or Print Above Name on Above Line

10550

RECORD FEE 10.00
POSTAGE .50
RECORDED 1987 DEC 10 10 18 AM '87
09/03/87

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 24663

RECORDED IN BOOK 502 PAGE 487 ON September 15, 1986 (DATE)

1. DEBTOR

Name ENVIRO STRUCTURES, LTD.

Address 285 Oak Court, Severna Park, MD 21146

2. SECURED PARTY

Name AMCA International Finance Corporation of Georgia

Address 1117 Perimeter Center West, Suite N-316, Atlanta, GA 30338

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment XXXX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Name and address of assignee: The CIT Group/Equipment Financing, Inc.
2323 North Mayfair Road, P.O. Box 26036
Wauwatosa, Wisconsin 53226

The collateral assigned is: One (1) CLARK Model L90 Michigan Wheel Loader,
S/N L90V60011AH, equipped with 2-3/4 cu. yd. bucket and
fork lift attachment
together with all present and future attachments,
accessories, replacement parts, repairs, additions,
and all proceeds thereof.

AMCA International Finance Corporation of Georgia

143
Dated 7-13-87

Wendy S. Atkinson
(Signature of Secured Party)
Wendy S. Atkinson
Type or Print Above Name on Above Line



11.50

BOOK 517 PAGE 239

000000

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Eleanor Aldridge
(Name or Names)

1344 Defense Highway Gambrills, MD 21054
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales and Service, Inc.
(Dealer's Name)

3141-47 Frederick Ave. Baltimore, MD 21229
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Kold Draft	Ice Machine	055319M3GV		FT401A	
Kold Draft	Ice Bin	452940G3GV		GBN200	

2. If above described personal property is to be affixed to real property, describe real property:

N/A

RECORD FEE 11.00
POSTAGE .50
MAR 25 07 17 201 108133
08/03/87
CK

3. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ _____

Dated this 20 day of August, 1987

Witness:
Joyce Lammers
Joyce Lammers

Eleanor Aldridge Debtor
Eleanor Aldridge Signs

Attest:
Jan Pundzak
Jan Pundzak

Jacqueline Pundzak Debtor
Jacqueline Pundzak, VP Signs
Secured Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200750

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Global Consulting Inc.

Address 13-J Aquahart Road Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 1900 Sulphur Spring Road P. O. Box 7360

Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
RECORDED 5/17/87 101 708/35
19/03/87
CK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X Max E. Hamby
(Signature of Debtor)

X MAX E. HAMBY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

D.R. Williams, Jr. Credit & Collections Mgr.
Type or Print Above Signature on Above Line

11/50

200500

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR File #- _____ Folio# _____ Liber # _____

Name Music House, Inc.
Address 360 Harundale Mall Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

RECORD FEE 11.00
POSTAGE .50
RECEIVED CITY 201 7/8/85
08/03/87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

James M. Eder
(Signature of Debtor)

James M. Eder Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

D.R. Williams
(Signature of Secured Party)

D.R. Williams Credit & Collections Manager
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT

Anne Arundel County ~~Continuation~~ - Termination - ~~Assignment~~ ~~Partial Release~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement { Liber 482 Folio 39 File No. 255373
Date of Financing Statement January 25, 1985 9:43 am

1. Debtor(s) (or assignor(s)) No. Street City State
Lee's Sports, Inc. (various-Golden Ring Mall; 6400 Rossville Blvd.; Baltimore, MD 21237)

2. Secured Party (or assignee) 6610 Rockledge Drive; Bethesda, MD 20817
SOVRAN BANK / MARYLAND

f/k/a Suburban Bank CHECK THE LINES WHICH APPLY

- 3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
POSTAGE .50
4448330 DT77 R01 T09:46
09/03/87
CK

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: 8-25-87 19
By: M. Phyllis Dodson
Type Name M. Phyllis Dodson
Title Commercial Loan Operations Officer

10.50

517 FILE 243

000001

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) NOVOTNY, ROBERT 2206 Dairy Farm RD Gambrells, MD 21054	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
--	--

RECORD FEE 11.00

For Filing Officer (Date, Time, Number and Filing Office)

#048340 0177 001 109147

3. This Financing Statement covers the following types (or items) of personal property:

New Holland B104 Backhoe Serial #88MRE697
w/16" 24' Boilers

09/03/87
UK

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

[Handwritten mark]

[Signature of Robert W. Novotny]
(SIGNATURE OF DEBTOR)
Robert W. Novotny

Ford Motor Credit Company

(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: *[Signature of Lina Malone]*

Agent

11.00

ROOM 517 PAGE 244

269632

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Branham Contractors Inc. 8133 Mt Neck Rd Potsdam, MD 21122	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
--	--

RECORD FEE 11.00
09/03/87
OK

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
Ford 650 TLB Serial # C389609

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Branham Contractors, Inc.

By: [Signature]
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

By: [Signature]
Agent

1100

517 245

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

269521

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated June 25, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Building Owners & Managers Institute International, Inc.

Address 1521 Ritchie Highway, Suite 3A, Arnold, Maryland 21012

2. SECURED PARTY

Name Lease Options, Inc.

Address 435 Lee Road, Northbrook, Illinois 60062

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

All of the following, whether now or hereafter existing: All rights of Secured Party as Lessor under Supplement No. 8 (Eight) to Master Lease Agreement dated January 8, 1985 between Debtor and Secured Party (Lessee & Lessor). All equipment leased per "Equipment Schedule A" attached. Any proceeds of any of the foregoing.

(NOT SUBJECT TO RECORDATION TAX)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNMENT IS HEREBY MADE TO:
Skokie Federal Savings & Loan Assn.
4747 W. Dempster St.
Skokie, IL 60076

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

BUILDING OWNERS & MANAGERS INSTITUTE INTERNATIONAL, INC.

By Richard K. Agnew, Jr.
Richard K. Agnew, Jr.
President

James R. McCue
(Signature of Debtor)

James R. McCue, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

LEASE OPTIONS, INC.

Richard K. Agnew, Jr.
(Signature of Secured Party)

Richard K. Agnew, Jr., President

Type or Print Above Signature on Above Line

11/80

EQUIPMENT SCHEDULE "A"

800-511-1111
517 245A

LESSEE: Building Owners & Managers
Institute International, Inc.
1521 Ritchie Highway, Suite 3A
Arnold, Maryland 21012

LESSOR: Lease Options, Inc.

MASTER LEASE AGREEMENT DATE: January 8, 1985

SUPPLEMENT NUMBER: 8 (Six)

SUPPLEMENT COMMENCEMENT DATE: July 1, 1987

EQUIPMENT LOCATION: Same

Qty.	Model /Type	Manufacturer	Description	Price		Serial Number
				Per Unit	Total	
<u>HARDWARE</u>						
1	XF610	Perkin Elmer	Super Mini Computer 4 Megabytes Ram 32 I/O Ports DMA I/O Subsystem 1 Kbyte Cache 1 Selector Channel	\$49,500.00	\$49,500.00	# 2011
1	Less:		17% Discount	(13,585.00)	(13,585.00)	
1		Perkin Elmer	Trade in on 3205 CPU	(12,000.00)	(12,000.00)	
1	N/A		2 Mb Memory Expansion	9,000.00	9,000.00	N/A
1	N/A		8 Line Comm Mux	2,640.00	2,640.00	N/A
1	N/A		Selector Channel	2,250.00	2,250.00	N/A
1	N/A	IDC	Disk Controller	4,500.00	4,500.00	N/A
1	N/A	MSM	300 MB Hard Disk Drive	12,000.00	12,000.00	N/A
<u>SOFTWARE</u>						
1	Runtime Unify Corp.		XF610 Development License	6,995.00	6,995.00	N/A
1	N/A		Deinstallation of 3205 CPU	1,600.00	1,600.00	N/A
1	N/A		Port Bomi Software to Unify 3.2.861229	5,600.00	5,600.00	N/A
TOTAL EQUIPMENT COST:					\$68,500.00	

CERTIFIED TO BE A COMPLETE AND ACCURATE SCHEDULE:

By: James R. McCue
James R. McCue, President

Lease
Options, Inc.

517 246

BOOK 4447 PAGE 704

269621

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION

- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

DEBTOR:

Art & George Lewis
 Name--Print or Type
 978 Mount Holly Drive, Annapolis, A.A. Co., MD 21401
 Address--Street No. City - County State Zip code

SECURED PARTY:

Coastal Heating & Air Conditioning Company, Inc.
 Name--Print or Type
 25 Hudson Street, Annapolis, MD 21401
 Address--Street No. City - County State Zip code

ASSIGNEE: (If Any)

Name--Print or Type
 Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- 1-York EICS048A06 Heat pump Condenser S.E.E.R. 9.5.
- 1-York N2AHD16A06 Indoor unit.
- 1-York G2HC048A Indoor coil.
- 1-York 2HC06502006 - 20KW heater.
- 1-York 2TH Heat-Cool thermostat.

2. The above described personal property is to be affixed to the real property described below:

RECORD FEE 25.00
 POSTAGE .50
 #050910 0711 R01 T1146
 09/03/87

The name of a record owner is _____

DEBTOR(s):

loyd A. Lewis
 Signature

George Lewis
 Signature

Art Lewis
 Printed name of person signing

George Lewis
 Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: _____

Name

Address

Mail to Data Search

25-
L

14-50

1987 SEP -3 AM 11:49

H. ERLE SCHAFER CLERK

CK

1987 SEP -3 AM 11:49

H. ERLE SCHAFER CLERK

STATE OF MARYLAND
BOOK 517 PAGE 247 2695102
FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated 7/31/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH DUVALL JR.
 Address 615 TRANTON RD. GLEN BURNIE, MD 21601

2. SECURED PARTY

Name CORNWELL QUALITY TOOLS
 Address 667 SEVILLE RD. WADSWORTH, OH 44281

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Dealer grants to the Company a security interest in the Initial Inventory and all other inventory of Dealer previously or hereafter acquired from the Company (collectively called the "Total Inventory"), and all parts, products and proceeds thereof, including the proceeds of any insurance now or hereafter covering the Total Inventory, and in all of Dealer's accounts, accounts receivable, contract rights, chattel paper, general intangibles, notes, drafts, acceptances and all other forms of obligations and receivables instruments, documents of title, policies and certificates of insurance, deposits, all goods, merchandise, inventory and other personal property whether held for sale or lease, whether furnished or to be furnished under contract, all furniture, furnishings, office equipment, all stock of whatever kind or nature, all motor vehicles, wherever situated, whether affixed to real estate or not, all proceeds from insurance, and including, without limitation, all rights of payment for any such Total Inventory sold, and the parts, products and proceeds thereof (collectively called the "Accounts")(all of the above collectively called the "Collateral").

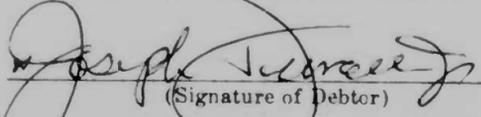
Name and address of Assignee

"SECURITY AGREEMENT RELATING TO INVENTORY & ACCOUNTS - NOT SUBJECT TO RECORDATION TAX."
 CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

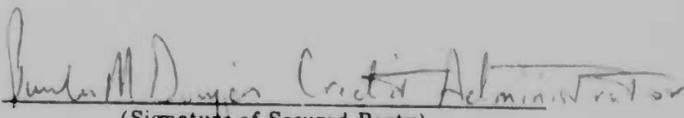
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



 (Signature of Debtor)
JOSEPH DUVALL JR.
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line



 (Signature of Secured Party)
PAULA M. DUNGEN, CREDIT ADMINISTRATOR
 Type or Print Above Signature on Above Line

11/80



269001

BOOK 517 PAGE 248

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: 9418 ANNAPOLIS RD
LANHAM MD 20786
CITY & STATE: _____

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)			DATE OF THIS FINANCING STATEMENT	
ROBERT KINNEY			08-28-87	
SUSAN KINNEY			ACCOUNT NO	TAB
1173 WHITE CAROL CI ANNE ARUNDEL			265902612	8975

Filed with: _____

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

Answering mach, bike, camera, firearms, garden equip, jewelry, musical instruments, radio, receiver, speaker, tape deck, tv, vcr, video game, drills, hand tools

RECORD FEE 12.00
RECORD TAX 31.50
POSTAGE .50
#048520 0777 001 108159

09/03/87

OK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 4129.79

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY _____

TITLE

Robert Ben Kinney
ROBERT KINNEY DEBTOR

Susan Lynn Kinney
SUSAN KINNEY DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

17 31.50 50

MARYLAND FINANCING STATEMENT

200035

BOOK

517 PAGE 249

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE William Carl Schuman, Jr. T/A Schuman's Auto Body
8213 Cloverleaf Drive (Name or Names) Millersville, Maryland 21108
(Address)

LESSEE
(Name or Names)
(Address) BEED 670

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
P.O. Box 116 (Name or Names) Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Used Chart Frame Machine, Drive on Rack

RECORD FEE 12.00
POSTAGE .50
QUESTIONS CALL 106102
09/03/87
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

William Carl Schuman, Jr. T/A Schuman's Auto Body CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: William C. Schuman, Jr. Owner
William C. Schuman, Jr. (Title)

By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

17-50

BOOK 517 PAGE 250

200003

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First and Address(es))

UNC Incorporated
175 Admiral Cochran Drive
Annapolis, MD 21401

No. of Additional Sheets Presented

2. Secured Party(ies) Name(s) and Address(es)

ARLINGTON TRUST COMPANY
305 ESSEX STREET
LAWRENCE, MASSACHUSETTS

3. The debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Officer

5. This Financing Statement covers the following types or items of property:

Lease 17001
See Attached Schedule A; and all additions, accessions, modifications, improvements, replacements, substitutions and accessories thereto and therefore whether now owned or hereafter acquired. Debtor has possession of the Equipment under a true lease only. Secured Party has a security interest in the Equipment to the extent necessary to protect its title and interest therein.

Equipment Located at: 1 Winnenden Road, Norwich, CT 06360

Proceeds of Collateral are also covered

Products of Collateral are also covered

Future advances, or other value, are also covered

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The timber to be cut or minerals or the like (including oil and gas) is on.

(Describe Real Estate Below)

RECORD FEE 11.00
POSTAGE .50
4042600 2777 R01 TOP404
09/03/87

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

Book Page Lot Plan
Cert. of Title No. (If Registered)

No. & Street

Town or City

County

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.
 when the collateral was brought into this state, or when the debtor's location was changed to this state.

Filed with: Anne Arundel County Clerk

Secretary of State, MD

UNC Incorporated

ARLINGTON TRUST COMPANY

By: [Signature]
Signature(s) of Debtor(s) or Assignor(s)

By: [Signature]
Signature(s) of Secured Party(ies) or Assignee(s)

FILING OFFICER COPY — ALPHABETICAL

11.50

FORM 185-1 MA.

17001

BOOK 517 PAGE 251

SCHEDULE A

- 1 Toshiba Vertical Boring and Turning Machine with standard accessories
Model TXN-16(2) MFG#(118H01) S/N 430052
- 1 Toshiba Probe Data Printer (Facit 4513)
- 1 Toshiba Tooling Package - FMX50-ST-160 200, 250 & FMX-50-BP110-100

Arlington Trust Company



UNC Incorporated



STATE OF MARYLAND

BOOK 517 PAGE 252

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244527

RECORDED IN LIBER 454 Page 507 FOLIO _____ ON 10/5/82 (DATE)

1. DEBTOR

Name Design Pavements Incorporated

Address 1736 Severn Chapel Road, Millersville, MD 21108

2. SECURED PARTY

Name Hyster Credit Corporation

Address P.O. Box 4366, Portland, OR 97208

RECORD FEE 10.00

POSTAGE .50

#143620 C777 R01 10/10/82

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

09/03/87
CK

Dated 8-12-87

Kathleen A. Rose
(Signature of Secured Party)
Hyster Credit Corporation
Kathleen A. Rose, Credit Office Manager
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

AUG 27 1987

Identifying File No. 259723

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$
NOT SUBJECT TO RECORDATION TAX.

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gesek, Stanley J., III
dba Gesek's Body, Paint, and Frame Specialists
Address 200 Arundel Corp Road
Glen Burnie, MD 21061

2. SECURED PARTY

Name Minnesco Division, Minnesota
Mining and Manufacturing Co
Address 3M Center, Bldg 224-5S-01
St Paul, MN 55144

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

LEASED EQUIPMENT: 3M Auto Repair Management System, computer hardware and software, together with all substitutions, replacements, accessions thereto and proceeds thereof. Lessee is not authorized to dispose of this leased equipment. This transaction is a lease and is not intended by the parties as a security transaction.

RECORD FEE 12.00
#048630 0777 001 T09405
08/03/87
CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Stanley J. Gesek, III
(Signature of Debtor)
Stanley J. Gesek, III
owner
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Carol J. Ott
(Signature of Secured Party)
Carol J. Ott
Leasing Administrator
Type or Print Above Signature on Above Line

12 00

269527

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 7/28/87, Schedule # 01, dated 8/6/87 between Assignor as Lessor and LEASE ACCOUNT # 270788 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 8/24/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

Frank J. Sarro III
(Signature of Debtor)
Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

William J. Ottey
(Signature of Secured Party)
William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

1306

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Trade Show Booth consisting of: Multiple Workstation area - approximately 9' high x 15' wide, including the following:
3 (three)	Smoked Plexiglas Panels - approximately 7'6" high x 18" wide
1 (one)	Workstation Header - 1' high x 15' wide
4 (four)	Backwall Panels - approximately 8' high x 27" wide
4 (four)	Worktops - approximately 36" wide x 27" deep
4 (four)	Workstation Bases - approximately 12" high x 36" diameter
4 (four)	Custom Monitor Shelves
3 (three)	Halo Lights
	Central Conference Area - consisting of:
1 (one)	Conference Platform - approximately 8" high x 12' diameter
1 (one)	Workstation Top - approximately 42" wide x 27" deep
2 (two)	Track Lighting Fixtures - includes (12) beams and (6) halo lights.
2 (two)	Support Legs - approximately 29" high x 6" diameter
1 (one)	Phone Shelf
	Insight Packaging Display Tower - approximately 7'3" wide x 14' high - including the following:
1 (one)	Rear Lighted Product I.D. Lightbox - approximately 29" high x 84" wide x 12" deep
1 (one)	Tower Base - approximately 1' high x 7' wide x 42" deep
1 (one)	Package Mock-Up - approximately 4' wide x 4' high x 18" deep
1 (one)	Tower Structure - 3' wide x 10'6" high x 1' deep
4 (four)	Track Lights
	Presentation Area - consisting of:
1 (one)	Bleacher Seating Area - approximately 5' high x 10' wide x 56" deep
2 (two)	Monitor Towers - approximately 5' high 2' wide x 2' deep
1 (one)	Presentation Podium - approximately 40" high x 36" wide x 24" deep
1 (one)	Presentation Backwall - approximately 8' high x 6' wide

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: *William J. Ottey*

TITLE: William J. Ottey, Exec. V.P.

TRANS-AMERICAN LEASING CORPORATION
(ASSIGNOR)

BY: *Frank J. Sarro, III*

TITLE: Frank J. Sarro, III, Exec.V.P.

BOOK 517 PAGE 256

Page 2 of 2

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1 (one)	Corporate Header - approximately 15" high x 6' wide
1 (one)	Conference Table - approximately 30" high x 36" deep
6 (six)	Upholstered, armed conference chairs
1 (one)	30' x 30' low twist, low static carpet and (3) carpet bags
1 (one)	30' x 30' carpet pad
17 (seventeen)	Custom fitted, jigged, reusable shipping and storage containers.

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION (ASSIGNEE)

BY: *William J. Ottey*

TITLE: William J. Ottey, Exec. V.P.

TRANS-AMERICAN LEASING CORPORATION (ASSIGNOR)

BY: *Frank J. Sarno III*

TITLE: Frank J. Sarno, III, Exec.V.P.

BOOK 517 PAGE 257

200505

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 3, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated August 1, 1987, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3035R as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 3, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1297
Just/lks

EQUIPMENT LIST

BOOK 517 PAGE 258

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Belm. Rabbit Captain Mani Client Chairs on base
1	K-Line Mani-Table Combo w/light
5	Ergospec #B-2 Mani/Receptionist Stools, airlift
1	Ergospec #D-1-L-3 Air Lift Make-Up Stool w/arms
1	Custom 24 pc. uph. Arc Sofa Pads
1	Custom 2 pc. Island Desk w/3 drawers, lock and cabinet
3	Metro High Tech. 72, 60 & 48 5 Shelf Retail Racks
1	Round Chrome Umbrella Stand
2	Mini Coffee Tables
12	Custom Wall-Mount Styling Sections w/double drawers
1	Custom Tinting Top, no drawers
14	#7771 30" Dia Mirrors w/bevel edges
12	Belm. Rabbit Captain Styling Chairs on special fantasy base
2	All purpose belm. matching Tinting Chairs
5	Belm. Rabbit Captain Dryer Chairs w/dryers
1	Belv. Climazon on Rollers
4	Belv. #0260C Shampoo Bulkheads
1	Precision 48" Chrome Client Coat Rack
5	Dina Meri #111 Curler Carts
4	Belv. #3100-622-403 Proc. Shampoo Bowls
4	Belm. Spring-back Shampoo Chairs
1	Facial Lounge
2	Hawaii Merittan Sunbeds w/remote Timer
3	Custom Built Wood 1/2 Round Arches
1	Multi Cure Double Arch
2	Belm. Vented Deluxe Manicure Tables
2	Deluxe Chrome Stand-up ashtrays
2	Metro Storage Racks
1	Metro Closet Storage Shelf 18x60x74 H

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, IIITITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. OtteyTITLE: William J. Ottey, Exec. V.P.

200506

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 21, 1987, Schedule # 01, dated July 22, 1987 between Assignor as Lessor and LEASE ACCOUNT # 270781 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 3, 1987 between Assignor and Assignee:

1 (one) 1987 Schramm HT300B Pneumatractor S/N 318978

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarno, III
(Signature of Debtor)

Frank J. Sarno, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .50
09/03/87
CK

1296
Mech-COH
41

200577

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 8, 1987, Schedule # 01, dated June 16, 1987 between Assignor as Lessor and LEASE ACCOUNT # 788060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 3, 1987 between Assignor and Assignee:

See attached equipment list.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

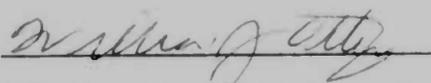
Type or Print Above Name on Above Line

Filed with Anne Arundel County

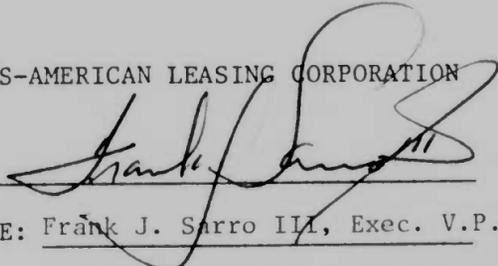
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	DG10 Computer System
1 (one)	512 KB Memory
1 (one)	38.6 MB Disk Drive
1 (one)	15 MB Cartridge Tape Drive
2 (two)	USAM-4
1 (one)	300/50 cps System printer
1 (one)	Transtector Surge Protector
1 (one)	1200 Baud Modem
1 (one)	Mediator
1 (one)	80-column display Monitor
1 (one)	Easylink Printer and interface
1 (one)	Display Phone Plus
1 (one)	DG/1 Model 2 laptop computer

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: 
TITLE William J. Ottey, Exec. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: 
TITLE: Frank J. Sarro III, Exec. V.P.

PER/ODM

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 8, 1987, Schedule # 02, dated June 16, 1987 between Assignor as Lessor and LEASE ACCOUNT # 788060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 3, 1987 between Assignor and Assignee:

See attached equipment list.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Sarco, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1350

BOOK 517 PAGE 263

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	DG10 Computer System
1 (one)	512 KB Memory
1 (one)	38.6 MB Disk Drive
1 (one)	15 MB Cartridge Tape Drive
2 (two)	USAM-4
1 (one)	300/50 cps System printer
1 (one)	Transtector Surge Protector
1 (one)	1200 Baud Modem
1 (one)	Mediator
1 (one)	80-column display Monitor
1 (one)	Easylink Printer and interface
1 (one)	IBM PC, 256KB, dual diskette, modem
1 (one)	DG/1 Model 2 laptop computer

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: *William J. Ottey* E.V.

TITLE William J. Ottey, Exec. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro III*

TITLE: Frank J. Sarro III, Exec. V.P.

PER/OD

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Ass. of certain contract payments under a certain Security Agreement dated August 1, 1987 between Assignor as Secured Party and CONTRACT ACCOUNT #S/A270781⁻⁰² as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated August 19, 1987 between Assignor and Assignee:

1 (one) 1987 Ford F150 Pick-Up Truck - S/N 1FTCF1SN6HNA55556

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey - Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

MECH/CON

1305

800 517 265

200530

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 28, 1987, Schedule # 01, dated 8/20/87 between Assignor as Lessor and LEASE ACCOUNT # 827078 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 8/20/87 between Assignor and Assignee:

RECORD FEE 11.00
POSTAGE .50
40-8760 077 101 109415
08/03/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with the County of Anne Arundel

PROGWD

1304

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	F-45 Sliding Table Saw, S/N 86-3-38
1 (one)	D-2000 Edgebander, S/N 0-261-01 including Optional Buffing
1 (one)	Combi--Position 110, S/N 792-741 including Line Boring Ruler System -
12 (twelve)	05x57mm Vee Pt. Carbide L
11 (eleven)	05X57mm Vee Pt. Carbide R
6 (six)	08X77mm Br. Pt. Carbide L
6 (six)	08x77mm Br. Pt. Carbide R
1 (one)	Vario-Press--Manual
1 (one)	16" Heavy Duty Jointer, S/N AB5388
1 (one)	5-Speed Med. Duty Shaper, S/N AB14785
2 (two)	Dustek--5 HP Dust Collect, S/N S/N
1 (one)	24" Bandsaw, S/N
1 (one)	Laminate Splitter--TTLS, S/N
1 (one)	Uno Sander, S/N
1 (one)	Ducting for Dustek Dust Collector
1 (one)	18" Plane Powermatic, W/Sharpening
1 (one)	4-Roller Feeder
1 (one)	10" Table Powermatic, W/Beismeyer
1 (one)	Drill Pre Rockwell/Delta
1 (one)	Blade 300x30 TC for Altendorf
1 (one)	Scoring Set for Altendorf
2 (two)	10x24 Rip Saw Blade
1 (one)	10x60 TC Saw Blade
3 (three)	10x48 ATB (Low Rake) Saw
1 (one)	6" Dado Set
1 (one)	16" Jointer Knives, Carbi
1 (one)	Round Panel Cutter
1 (one)	Rail/Stile Cutter Set
2 (two)	3/8" Band Saw Blade
2 (two)	1/2" Band Saw Blade
2 (two)	3/4" Band Saw Blade

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]
TITLE: Ex VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: [Signature]
TITLE: QVP

BOOK 517 INC 257

200501

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 7/10/87, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # 170780 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 8/20/87 between Assignor and Assignee:

- 1 (one) Removatron Hair Removal Unit #3623 - Tweezer #759

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, E.V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with The County of Anne Arundel

SKANN

1307

FINANCING STATEMENT

FORM UCC-1

BOOK

517

PAGE

268

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 5/28/87

1. DEBTOR

Name Holiday Inn Holiday Inn
Address 3400 Fort Meade Rd. Laurel, Md. 20707

2. SECURED PARTY

Name 26-Juice Inc T/A Dispense-All of MD
Address 6037 Liberty Rd. 6037 Liberty Road
BALTIMORE, MD 21207
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 90 days 90 days

4. This financing statement covers the following types (or items) of property: (list)

- 2 - 14 button guns
- 1 - set of regulators
- 5 - 5 6 gallon ss. Tanks
- 5- 5 gallon ss tanks

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#048700 5777 R01 T09416

05/03/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
Holiday Inn, 3400 Fort Meade Rd., Laurel, Md. 20707

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Michael C. Day - Controller
(Signature of Debtor)

MICHAEL C. DAY
Type or Print Above Name on Above Line
Michael C. Day, Mgr.

(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley
(Signature of Secured Party)

James K. Bradley, Pres.

Type or Print Above Signature on Above Line

11.80

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 517 PAGE 269 Identifying File No. 209533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mr. Mattress Co.
Address 8116 Ritchie Highway, Pasadena (Anne Arundel) Maryland 21122

2. SECURED PARTY

Name Contel Credit Corporation
Address 245 Perimeter Center Parkway, Atlanta, Georgia 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JULY 15, 1991

4. This financing statement covers the following types (or items) of property: (list)

"Not subject to Tax"
Equity III Key service Unit
and Component parts

Name and address of Assignee
4048800-CT77 R01 TOP416
09/05/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mr. Mattress Co.
(Signature of Debtor)
Type or Print Above Name on Above Line
Gale Willison-Vice President
(Signature of Debtor)
Type or Print Above Signature on Above Line

#0114971-300
CENTER CREDIT CORP
JMC Farland
(Signature of Secured Party)
J S Mc FARLAND
Type or Print Above Signature on Above Line

517 270

200003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any) 11/15/90

1. Debtor(s) (Last Name First) and address(es)
American Excell Computer Services, Inc.
8028 Richie Hwy Ste 308
Pasadena, MD 21127

2. Secured Party(ies) and address(es)
Sun Data, Inc.
6624 Jimmy Carter Blvd
Norcross, GA 30091

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
RECORD TAX 277.50
POSTAGE .75

4. This financing statement covers the following types (or items) of property:

1ea 5294-01 Control Unit w/3701, 2550
7ea 3197-DDO Display Station

MAXIMUM PRINCIPAL INDEBTNESS OF THIS OBLIGATION
IS: \$42,300.00
STN 17921

5. Assignee(s) of Secured Party and Address(es)
11/15/90
CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court-Anne Arundel County

American Excell Computer Services, Inc.

Sun Data, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1
11 297.50 20

517 FILE 271

209531

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Connie & Michael E. Kiessling

Address 405 Charles Rd., Linthicum, Maryland 21090

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/11/96

4. This financing statement covers the following types (or items) of property: (list)

Kayak above ground swimming pool - 32 X 16 and all attached thereto

RECORD FEE 12.00
POSTAGE 50
SEARCH COST 100.00
TOTAL 162.00
CK

CHECK THE LINES WHICH APPLY

5. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 405 Charles Rd., Linthicum, Md. 21090

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Connie Kiessling
(Signature of Debtor)

Connie Kiessling
Type or Print Above Signature on Above Line

Michael E. Kiessling
(Signature of Debtor)

Michael E. Kiessling
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

120

209535

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated 5/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eugene M. & Beverly S. B. Lloyd
Address 1643 Colony Rd., Pasadena, Maryland 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.
Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. _____

3. Maturity date of obligation (if any) 7/15/97

4. This financing statement covers the following types (or items) of property: (list)

20 X 12 KAYAK AWARD WINNING POOL
above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
property located at 1643 Colony Rd. Pasadena, Md. 21122

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X Eugene M. Lloyd
(Signature of Debtor)

Eugene M. Lloyd
Type or Print Above Signature on Above Line

X Beverly S.B. Lloyd
(Signature of Debtor)

Beverly S. B. Lloyd
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

12/80

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated 4/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harry E. Neuman

Address 5203 6th St., Brooklyn Park, Md. 21225

2. SECURED PARTY

Name Kayak Manufacturing corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/26/92

4. This financing statement covers the following types (or items) of property: (list) KAYAK TRIPLE AWARD WINNING SWIMMING-POOL 24X12 KATANA
Above ground pool and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 5203 6th St., Brooklyn Park, Maryland 21225

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harry E. Neuman

(Signature of Debtor)

Harry E. Neuman

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller

(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.

Type or Print Above Name on Above Line

RECORD FEE 11.00

POSTAGE 1.50

41-8860 CT17 R01 T09419

09/03/87

CK

1/250

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 017 PAGE 274
Identifying File No. 200537

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A
Conditional Sales Contract

If this statement is to be recorded in land records check here.

This financing statement Dated 8-24-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Curl, Mark L., D.D.S.

Address 659 Deale Road, Deale, Maryland 20751

2. SECURED PARTY

Name Benco Dental Supply Company

Address 11 Bear Creek Boulevard, Wilkes-Barre, PA 18702

Germantown Savings Bank, City Line & Belmont Avenues, Bala Cynwyd, Pennsylvania
Person And Address To Whom Statement Is To Be Returned If Different From Above. 19004

3. Maturity date of obligation (if any) 7-24-92

4. This financing statement covers the following types (or items) of property: (list)

- (1) Belmont BEL/7 Chair w/o Upholstery; SN#70246
Art Headrest In Lieu of Std
Arm Slings for BEL/7
Upholstery Chair BEL/7
- (1) Belmont #046 Light; SN#609154
- (1) Belmont #057 Delivery System; SN#701018

Name and address of Assignee
Germantown Savings Bank
City Line & Belmont Avenues
Bala Cynwyd, PA 19004

RECORD FEE 11.00
#48910-277 R01 T09122
08/03/87
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mark L. Curl
(Signature of Debtor)

MARK L. CURL, D.D.S.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L. E. Cohen, Pres.

L. E. Cohen
(Signature of Secured Party)

BENCO DENTAL SUPPLY COMPANY
Type or Print Above Signature on Above Line

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1 209533

BOOK 517 PAGE 276

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1061.10

If this statement is to be recorded in land records check here.

CLERK OF CRT AA COUNTY
 This financing statement Dated 04-20-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AUDREY GRIFFIN
 Address 8330 CANNONWICK CRT SEVERN MARYLAND 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF GLEN BURNIE INC
 Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-05-89

4. This financing statement covers the following types (or items) of property: (list)

BIKE, CAM EQP, EXEC EQUIP, JEWELRY, STEREO EQP, TV, VCR, QUEEN SLEEPER AND LOVERSEAT

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	.50
8049170 0777 R01 709444	

09/03/87
 CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Audrey G. Griffin
 AUDREY (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayce M. Raley
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

15 14 .50



BOOK 517 PAGE 277

Anne Arundel County
P.O. Box 71
Annapolis, MD 21404

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256233
RECORDED IN LIBER 484 FOLIO 175 ON April 18, 1985 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>West Bank Contracting Company 73 Maryland Ave. Annapolis, Anne Arundel, MD 21401</p>	<p>3. Name and address of Secured Party</p> <p>CIT Corporation 1301 York Road Lutherville, MD 21093</p>
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

RECORDED FEE 10.00
POSTAGE .50
484240 0777 803 707-50
08/23/87
OK

7. Name and Address of Assignee:

8. Description of Collateral:

Dated July 24, 1987

Dione Gossman
(Signature of Secured Party)

CIT Corporation
(Type or Print Name of Secured Party on Above Line)

10.50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 801-7 Ed. 1/69

BOOK 517 PAGE 278

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 257894 recorded in
 Liber 488, Folio 210 on 8-12-85 (Date).

1. DEBTOR(S):

Name(s) CHARLES SOLLEY & MARY SOLLEY
 Address(es) 7624 SOLLEY RD GLEN BUENNE MD 21061

2. SECURED PARTY:

Name Barclays American Financial, Inc.
 Address 424-426 Maple Ave. East
 P. O. Box 1013
 Vienna, Va. 22180

RECORDING FEE 10.00
 POSTAGE .50
 09/03/87
 CK

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Barclays American/Financial, Inc.

By *W. Schreiner*
 ASSISTANT MANAGER
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

10.85



BOOK 517 PAGE 279

269675

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
DENISE L. MAYBERRY

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer Date, Time, No. Filing Office

15 NORTH BRUCE STREET
LAUREL MD 20707

GREEN TREE ACCEPTANCE INC.
2200 OFITZ BLVD ; #245
WOODBIDGE, VA 22191

RECORD FEE 11.00

5 This Financing Statement covers the following types (or items) of property

1983 CLAYTON
72 X 14 SERIAL # 33884
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

CK

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

DENISE L. MAYBERRY

GREEN TREE ACCEPTANCE INC.

By Denise L. Mayberry

Signature(s) of Debtor(s)

By [Signature]

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

209003

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Marley Television Co Inc T/A Bay TV 798 Ritchie Hwy Severna Park, Md. 21146	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 12.00
 209003 0777 001 TOP157
 08/03/87
 CK

DEBTOR:

SECURED PARTY:

Marley Television Co. Inc.
T/A Bay TV

THE PARADIES DISTRIBUTING CO.

(Type Name)

By: *Paul W. Brewer* (SEAL)

By: *John J. Mulkey*
John J. Mulkey (Vice President/Treasurer)

By: _____ (SEAL)

19____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

1250

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto, and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party, and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

BOOK 517 PAGE 251

BOB*

517 PAGE 282

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

853494 \$3,500.00
Anne Arundel Co.
Identifying File No. 269539

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

\$10.00
1.00
35.20
\$46.20

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John A Sebeck
Address 264 North Dr. - Severna Park Md. 21146

2. SECURED PARTY

Name Bank of Delaware
Address 300 Delaware Ave.
Wilmington, DE 19899
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 Chris Craft 19' Bow Rider
CCVVU 289 L 687

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
4049470 5777 901 110404

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

09/03/87
CK

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

John A Sebeck
(Signature of Debtor)

John A Sebeck
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

C. David Hitchens
(Signature of Secured Party)

C. David Hitchens
Type or Print Above Signature on Above Line

11- 56- - 50

BOOK 517 PAGE 283

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
John & William Dierker dba
DIERKER AUTO SALES
4110 Mountain Road
Pasadena, MD 21122

2. Secured Party(ies) and address(es)
MAROX LEASING COMPANY
P.O. Box 463
Joppa, MD 21085-0463

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 262586
Filed with Anne Arundel Co. Date Filed 7-3 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

Assignee: John Hanson Savings Bank, FSB

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

JOHN HANSON SAVINGS BANK, FSB

By: [Signature] VP
Signature(s) of Secured Party(ies)
1630

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
JOHN & WILLIAM DIERKER dba
DIERKER AUTO SALES
4110 Mountain Road
Pasadena, MD 21122

2. Secured Party(ies) and address(es)
MAROX LEASING COMPANY
31 Pickburn Court
Cockeysville, MD 21030

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
4142490 1777 801 710406

4. This statement refers to original Financing Statement bearing File No. 261952
Filed with Anne Arundel Date Filed May 22 19 86

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. ck
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1530

205601

BOOK 517 PAGE 285

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) RICHARD W. SHIRLEY TERESA A. SHIRLEY 10 NORTH BRUCE STREET LAUREL MD 20707		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 SPITZ BLVD #245 WOODBRIDGE, VA 22191	3 <input type="checkbox"/> The Debtor is a transmitting utility
5 This Financing Statement covers the following type(s) of property 1990 CHAMPION 44 X 24 SERIAL # 3BR0710071401 *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6 Assignee(s) of Secured Party and Address(es) 7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	4 For Filing Officer Date Time No Filing Office RECORD FEE 12.00 POSTAGE .48
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

RICHARD W. SHIRLEY TERESA A. SHIRLEY GREEN TREE ACCEPTANCE INC.

By *Richard W. Shirley* *Teresa A. Shirley* By *R. Shaw*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3-83) (1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Anne Arundel County
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M. W. Stevenson Ltd.
Address 2101 Poplar Ridge Rd. Pasadena, MD 21122 and all locations

2. SECURED PARTY

Name IBM CREDIT CORPORATION
Address P.O. BOX 489
Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

" All inventory and equipment bearing the trademark or tradename of IBM, manufactured or sold by IBM Corporation or any of its affiliated companies, now owned or hereafter acquired and wherever located, and all attachments, parts, accessories, accessions and replacements thereto and thereof, and all proceeds thereof. "

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

M. W. Stevenson Ltd.

Michael W. Stevenson
(Signature of Debtor)

MICHAEL W. STEVENSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IBM Credit Corp.

Kenneth N. Collins Agent
(Signature of Secured Party)

KENNETH N. COLLINS - AGENT

Type or Print Above Signature on Above Line

11.80

200003

BOOK 517 PAGE 287

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) Maryland Restaurant Developers Corporation t/a Mr. Philly 8240 Victoria Road Millersville, MD. 21108	2 Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 927 15th Street - Suite 1200 N.W. Wash., D.C. 20005	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4 This financing statement covers the following types (or items) of property
See Schedule "A" attached hereto and made a part hereof.

"NOT SUBJECT TO RECORDATION TAX"

5 Assignee(s) of Secured Party and Address(es) CK
--

#15481

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Maryland Restaurant Developers Corporation t/a MR. PHILLY	LEASING SYSTEMS, INC.
By: <i>[Signature]</i> Signature(s) of Debtor(s)	By: <i>[Signature]</i> Signature(s) of Secured Party(ies)
Title	Title

STANDARD FORM FORM UCC-1.

SCHEDULE "A"

LEASE #: ~~15881~~ 15881
 LESSEE: MARYLAND RESTAURANT DEVELOPERS CORPORATION t/a MR. PHILLY
 LEASE DATE: 5/17/87

LINE	RL	PRODUCT ID	DESCRIPTION	QTY	List/ License Fee	Extended List/Fee	Code	Earned	
								Percent	Amount
0001	BS	2126-6000-0000							
0002	BG	2126-G030-0000	INTEG TERMINAL GROUP						
0003	AU	2126-6001-7100	TERMINAL W/O DRAWER	1	2645.00	2645.00		7.00	185.15
0004	RK	2126-K456-0000	KIT; MASTER ROM	1	165.00	165.00		7.00	11.55
0005	AK	2126-K243-0000	KITCHEN DEVISE I/F	1	375.00	375.00		7.00	26.25
0006	AK	2126-K288-0000	CASH DRAWER	1	135.00	135.00		7.00	9.45
0007	AK	2126-K442-0000	COMM BOARD IHC MASTER	1	335.00	335.00		7.00	23.45
0008	AU	2425-1001-0000	CRT CONTROLLER	1	995.00	995.00		7.00	69.65
0009	AK	2425-K212-0000	KITCHEN CRT	1	275.00	275.00		7.00	19.25
0010	BG	2126-G031-0000	INTEG TERMINAL SATELLITE						
0011	BU	2126-6002-7100	SATELLITE TERMINAL	2	2805.00	5610.00		7.00	392.70
0012	AK	2126-K288-0000	CASH DRAWER	2	135.00	270.00		7.00	18.90
0013	AK	2126-K330-0000	REAR DISPLAY	2	110.00	220.00		7.00	15.40

11025.00

771.75

10,765.91

INITIALS

JMB

SCHEDULE "A"

One 4'x7' changeable copy sign for use with 6" ZIP CHANGE black letters.

Bottom portion of this sign consisting of copy reading DRIVE-THRU -----\$6145.00

We will supply (1) 200 letter font of black 6" ZIP CHANGE letters and numerals plus (1) mechanical arm -----\$ 280.00

The existing "BoJangles" pole sign will be removed and disposed of according to your instructions. We will install the new sign on the same pole.

Electrical service to sign site by others; we will make the final connections.

- B. Remove the existing "BoJangles" wall signage and dispose of same according to your instructions.

Fabricate and install (1) single faced 3' x 14' plastic illuminated vacuum formed embossed LEXAN wall sign -----\$2143.00

Electrical service to sign site by others; we will make the final connections.

INITIALS

SCHEDULE "A"

MR. PHILLY
1616 Annapolis Road
Odenton, Maryland 21113

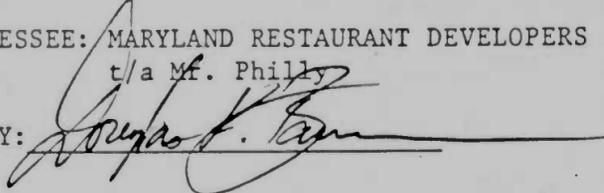
C. Fabricate and install (4) double faced illuminated 12" x 30" directional signs. Copy on these signs to be verified.
We will install these signs on the existing poles -----\$1400.00

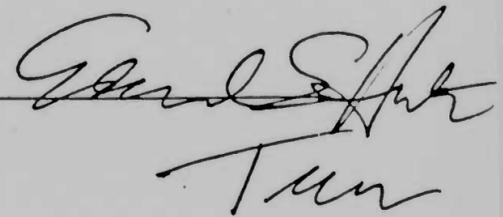
D. Fabricate and install a total of (4) neon window signs mounted on plex background:
(2) reading MR. PHILLY (36")
(1) reading CHEESE STEAK (38")
(1) reading ROMANBURGER (45½") -----\$2500.00

Electrical outlet to be provided within 5' of sign position by others.

Total quoted price plus sales tax, permit fees, and delivery -----\$ 12,468.00

LESSEE: MARYLAND RESTAURANT DEVELOPERS CORPORATION LESSOR: LEASING SYSTEMS, INC.
t/a Mr. Philly

BY: 

BY: 
Tun

BOOK 517 PAGE 291

200002

1 Debtor's name and address(es) Maryland Restaurant Developers Corporation t/a Mr. Philly 8240 Victoria Road Millersville, MD. 21108		2 Secured Party(ies) and address(es) LEASING SYSTEMS, INC. 927 15th Street - Suite 1200 N.W. Wash., D.C. 20005	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 24.00 POSTAGE .30 ADVERSE COPY FEE 119.35
---	--	---	---

4 This financing statement covers the following types (or items) of property

See Schedule "A" attached hereto and made a part hereof.
All of Debtor's machinery and equipment and all accessories and attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located which are subject to the lease agreement between Debtor as Lessee and Secured Party as Lessor dated 8/26/87 including but not limited to the above stated equipment.

5. Assignee(s) of Secured Party and Address(es)
CK
Sovran Bank/DC National
1801 K Street, NW
Washington, D.C. 20006

"NOT SUBJECT TO RECORDATION TAX"

#15840

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

Maryland Restaurant Developers Corporation t/a LEASING SYSTEMS, INC.
MR. PHILLY

By: [Signature] President Title By: [Signature] Treasurer Title
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

SCHEDULE "A"

BOOK 517 PAGE 292

LESSEE: MARYLAND RESTAURANT DEVELOPERS CORPORATION t/a
MR. PHILLY

LEASE #: 15840

LEASE DATE: 5/12/57

QTY.	DESCRIPTION	
1. 1 each	Serving counter. Custom fabricated millwork. By general contractor.	--0--
2. 1 lot	Cash register system. NCR three-terminal system.	--0--
3. 1 lot	Soda cup dispensers. Existing.	--0--
4. 2 each	Soda/ice dispensers. By Coca-Cola Company.	--0--
5. 3 each	French fry display warmers. Cres-Cor model IFW-139-T-2. (\$217.50/each)	\$ 652.50
6. 1 each	Back counter. Custom fabricated millwork. By general contractor.	--0--
7. 1 each	Display light box. Vista Color Labs, Inc.	\$ 314.00
8. 1 each	Grill stand, 36". Custom fabricated stainless steel.	\$ 373.00
9. 1 each	Sandwich pass-through. Custom fabricated stainless steel.	\$ 1,058.00
10. 1 each	French fry display. Included in Item 5 pricing.	--0--

LESSEE: MARYLAND RESTAURANT DEVELOPERS CORPORATION t/a
MR. PHILLY

LESSOR: LEASING SYSTEMS, INC.

✓ BY: *Stephen C. Baum*

*with modifications
see cover letter*

BY: *Glenn D. Hester*

Mr. Philly - SCHEDULE "A"

BOOK 517 PAGE 293

11.	1 each	Deep fryer system. Existing.	--0--
12.	1 each	Grill stand, 55". Custom fabricated stainless steel.	\$ 446.00
13.	1 each	Freezer on casters. Caravelle model SCIF-200.	\$ 590.00
14.	1 each	Warmer. Wells model SMP.	\$ 244.00
15.	2 each	Grills, 36" Lang model G-3E, 36" natural gas. (\$1,673.00/each)	\$ 3,346.00
16.	1 each	Sandwich slide rail. Custom fabricated stainless steel.	\$ 412.00
17.	1 each	Ice machine. Manitowoc 400 series ice cuber with storage bin.	\$ 2,019.00
18.	1 each	Sandwich preparation unit. AllMetal model 373-30-S.	\$ 1,705.00
19.	1 each	Toaster with shelf. Vulcan-Hart model VQBT-1621 toaster with custom fabricated stainless steel shelf.	\$ 934.00
20.	through 25.	Existing.	--0--
26.	1 each	Updraft hood with fire suppression system, 36" unit by Aerolator.	--0--
27.	1 each	Canopy hood. Existing.	--0--
28.		Open number.	--0--
29.		Can opener. Existing.	--0--
30.	1 each	Steam jacketed kettle. Groen model TDB/6-10.	\$ 1,314.00
31.	1 each	Slicer. Berkel model 818.	\$ 2,379.00
32.	1 lot	Dry storage shelving. Existing.	--0--
33.	1 lot	Chairs. Existing.	--0--
34.	1 lot	Tables with bases, 24" x 30". Existing.	\$ 117.75
35.	1 lot	Tables with bases, 30" x 42". Existing.	--0--
36.	1 lot	Tables with bases, 30" x 30". Existing.	\$ 378.00
37.	1 each	Trash receptacle (interior). Waymar model TC-1.	\$ 373.00
38.	1 each	Iced tea dispenser. Cecilware model S-3.	\$ 59.00
39.	1 each	Coffee machine. Existing.	--0--
40.	'	Open number.	--0--
41.	1 each	Hand sink. Existing.	--0--
42.	1 each	Pie display case. Existing.	--0--

initials DS

Mr. Philly - SCHEDULE "A"

43.	1 each	Set-up table, 30" x 36". Custom fabricated stainless steel.	\$ 517.00
44.		Open number.	--0--
44A.	1 each	Worktable. Custom fabricated stainless steel, 30" x 96".	\$ 480.00
45A&B.	2 each	Worktable. Custom fabricated stainless steel, 24" x 36". (\$493.00/each)	\$ 986.00
46.	1 each	Worktable. Existing.	--0--
47.	1 each	Drive-through counter. Existing.	--0--
48.	1 each	Cheese pump. Server Products model LNCSW-81160.	\$ 191.00
48A.	2 each	Ketchup pump. AMF/Wyott model LSTI-PD-C (#040570). (\$127.00/each)	\$ 254.00
49.	1 lot	Cooler/freezer shelving. Existing.	--0--
50.	1 lot	Wall shelves. Existing.	--0--
51.	1 each	Office desk. Existing.	--0--
52.	1 each	Safe. Existing.	--0--
53.	1 each	File cabinet. Existing.	--0--
54.	1 each	Menu board (interior). Vacu-Form five-panel board.	\$ 1,622.00
55.	1 each	Condiment stand/planter. Custom fabricated millwork by general contractor.	--0--
56.		Open number.	--0--
57.		Open number.	--0--
58.	1 each	Video display with base. Included in Item 2, Cash Register system.	--0--
59.	1 lot	Amplifier, receiver, microphones and speakers. Existing.	--0--
60.	1 lot	Exterior ordering system. Pricing for this item will be quoted separately once final specifications for the product have been received from Restaurant Developers Corporation.	--0--
61.		Open number.	--0--

Initials AKB

Mr. Philly - SCHEDULE "A"

62.	1 lot	Menu board with speaker (exterior). Pricing for this item will be quoted separately once final specifications for the product have been received from Restaurant Developers Corporation.	--0--
63, 64, & 65.		Existing.	--0--
66.	1 each	Mop rack. Advance model K-242.	\$ 43.00
67. & 68.		Fire extinguishers. Existing.	--0--
69.	20 each	Old Time Photographs. Vista Color Labs. (Actual quantity to be provided is to be verified before product is ordered.) (\$64.70/each)	--0--
70.	1 each	Condiment dispenser. Custom fabricated millwork. By general contractor.	--0--
71.	1 each	Trash can. Existing.	--0--
72.	1 lot	Trash receptacles (exterior). Prince Castle "Stone Bin".	\$ 912.00
73.	2 each	High chairs. Part of smallwares package.	--0--
74.	13 each	Banners. P. M. Enterprises. (Actual quantity to be provided is to be verified before the product is ordered.) (\$38.00/each)	--0--
75.	1 each	Bag-in-a-Box. By Coca-Cola Company.	--0--
76A.	1 each	Grease interceptor (interior). Existing.	--0--
77.	1 lot	Window neon signs. Pricing for this item will be quoted separately once final specifications for the product have been received from Restaurant Developers Corporation.	--0--
78.		Open number.	--0--
79.	1 each	Refrigerated preparation table. Delfield model 18666-PT-32.	\$ 2,095.00
80. through 83.		Open number.	--0--
97.	1 lot	Pole and building signs. Pricing for this item will be quoted separately once final specification for the product have been received from Restaurant Developers Corporation.	--0--
98.	1 lot	Directional signs. Pricing for this item will be quoted separately once final specifications for the product have been received from Restaurant Developers Corporation.	--0--

initials DKB

Mr. Philly - SCHEDULE "A"

99.	1 each	Tomato slicer. Redco Tomato Pro IV, model 0643.	\$ 151.00
			--0--
100.		Open number.	
101.	1 lot	Smallwares package. To consist of miscellaneous kitchen utensils, including high chairs, can opener, Whizard mesh glove, etc.....	\$ 2,218.00
			--0--
101A.	1 each	Timer. Dimco Gray model 167B.	
		Installation	\$28,683.25

LESSEE: MARYLAND RESTAURANT DEVELOPERS CORPORATION
t/a MR. PHILLY

BY: *[Signature]*
DATE: 5/19/87

LESSOR: LEASING SYSTEMS, INC.

BY: *[Signature]*

BOOK 517 PAGE 297

269601

FILE # 13268

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
STEWART V. RICHARDSON		08-10-87	
312 4TH AVE GLEN BURNIE MD 21061		ACCOUNT NO	TAB
		766403954	54

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

TRLBIKE, TV, VCR, WKSHP EQP

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

MD49840 CTTT R01 T10137

08/10/87

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1925.03

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Stewart Richardson
DEBTOR

BY *David M. Butler*
DAVID M BUTLER ACCT. REP.
TITLE

STEWART RICHARDSON
DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-14-87

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, DM. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
MARY C ROGERS		8-17-87	
301 MARYLAND AVE		ACCOUNT NO.	TAB
GLEN BURNIE, MD	21061	416200494	94 file 13300

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY
This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BOOY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved
(c) Other (describe)

BIKE, BOOKS, CAMERA EQUIP, EXCERCVISE EQUIP, STEREO EQUIP
TV, TYPEWRITER

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE .50
#049860 0777 001 710439
09/03/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3823.33

BY Joyce M. Raley MARY C ROGERS
JOYCE M. RALEY MANAGER + MARY C ROGERS DEBTOR
DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11 28 50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROLANEO & CELIA DELEON		AUG. 14, 1987	
313 MARYLAND AVE		ACCOUNT NO	TAB
GLEN BURNIE, MD 21061		91630272	52

Filed with: ANNE ARUNDEL COUNTY

File 13248

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

- BWN MR
- GRDN TBS
- HM COMP
- COMP SEAR
- AMPS
- DRUM
- GUITAR
- STEREO EOP
- TV
- VCR/DISCPYR
- HD TBS
- SPOTLIGHT
- SPEAKER STAND

RECORD FEE 12.00

RECORD TAX 35.00

POSTAGE .50

MM1870 0777 R01 110138

09/03/87

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 4999.89

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Rolando D. de Leon
ROLANEO DELEON

DEBTOR

BY *Monica D. Carter*
MONICA CARTER CSR

Celia M. de Leon
CELIA DELEON

DEBTOR

ORIGINAL - FILING OFFICER COPY

1725 50

BOOK 517 PAGE 300

269600

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: AVCO PO BOX 997
CITY & STATE: GLEN BURNIE, MD, 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
GILBERT P. GONZALES AND DOROTHEA GONZALES		AUG 17, 1987	
659 CHAPEL GATE DRIVE		ACCOUNT NO	TAB
GLEN BURNIE MD 21061		566203642	

Filed with:

This Financing Statement covers the following types (or items) of property **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE, BKS, EXCR EQP, GRDN EQP, HM COMP, COMP SFTWRE, GUITAR, TV, TYPWTR, DRL/DRL PRS

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#047860 0777 R03 T10438
09/03/87
OK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 1725.97

BY MONICA CARTER TITLE CUSTOMER SERVICE **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.** (SECURED PARTY)

Gilbert P. Gonzales GILBERT GONZALES DEBTOR

Dorothea Gonzales DOROTHEA GONZALES DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

14.50

STATE OF MARYLAND
 FINANCING STATEMENT *BOOK 517 PAGE 301* Identifying File No. *200512*

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ *1874.67*

If this statement is to be recorded in land records check here.

This financing statement Dated *AUG 21, 1987* is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name *MAURICE G HEALY*
 Address *3516 MARBLE ARCH DR PASADENA, MD. 21122*

2. SECURED PARTY

Name *AVCO FINANCIAL SERVICE*
 Address *PO BOX 997 GLEN BURNIE, MD. 21061*

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) *3-25-90*

4. This financing statement covers the following types (or items) of property: (list)

- BIKE
- BINOC, MICROSCOP
- EKS, ENCYC
- CAN, LENSES
- LIN NWR
- MICROCYCL TRAIKE
- PINGPONG TBL
- STEREOEOP
- TPE PLYS
- TV
- TRLR

NO TLR

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	.50
<i>MON-RECORDING UNIT 801 110439</i> <i>09/03/87</i> <i>CK</i>	

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Maurice G Healy
 (Signature of Debtor)
 MAURICE HEALY
 Type or Print Above Name on Above Line

(Signature of Debtor)
 Type or Print Above Signature on Above Line

Monica D. Carter
 (Signature of Secured Party)
 MONICA D CARTER
 Type or Print Above Signature on Above Line

11 14 50

BOOK 517 PAGE 302

200507

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

File # 13308

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
GREGORY R. BRIDGES		AUG 19, 1987	
1508 BOX DISNEY RD.		ACCOUNT NO	TAB
SEVERN, MD.	21144	716202215	

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

BKS ENCYC, CAM EJP, FIREARMS, JEWEL, TV, VCR DISCPLYR, HD TLS.

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50
#049900 0777 001 710439

09/03/87

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2893.77

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY: Monica D. Carter
MONICA D. CARTER CSR

Gregory Antonio Bridges
GREGORY A. BRIDGES DEBTOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19 1209 (REV. 11-80)

11-21-80

BOOK 517 PAGE 303

200503

FILE #13304

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE MD 21061

DEBTOR(S) (AND ADDRESSES) RAYMOND S. WOODARD		DATE OF THIS FINANCING STATEMENT 08-20-87	
2045 ALLEN DR # 204		ACCOUNT NO	TAB
ANNAPOLIS MD 21401		316107817	17

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CAM LENSES, CAMP EQP, EXCR EQP, JEWEL, MUSIC EQP,
CSSTE PLYR/RCDR, TV

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#045910 0777 R03 710140

09/03/87

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 1975.20

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY DAVID M. BUTLER ACCT. REP.
TITLE

Raymond S. Woodard DEBTOR

RAYMOND S. WOODARD DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11/14/80

517 PAGE 3014
BOD FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

269543

Identifying File No. 19310

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1700.75

If this statement is to be recorded in land records check here.

This financing statement Dated AUG 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATRICIA CHILDERS

Address 78607-I WINDBOURNE DR GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 997

GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8-25-89

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee		
	RECORD FEE	11.00
	RECORD TAX	14.00
	POSTAGE	.50

STEREO EDP

#049920 DT17 201 710440

09/03/87

OK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Patricia Childers
(Signature of Debtor)

PATRICIA CHILDERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

JOYCE M. RALEY
Type or Print Above Signature on Above Line

11- 24 .50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT BUTTS		NO. 20, 1987	
134 BAYLOR RD		ACCOUNT NO	TAB
GLEN BURNIE, MD	21051	510003232	

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY FILE # 13322

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

BIKE, FIREARMS, CASSIE PLYR PCDRK , TV, VCR DISCPLYR.

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
#14930 01/17 801 110440
09/03/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 3354.53

BY AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
Monica D Carter MONICA CARTER DEBTOR
Robert Butts ROBERT BUTTS DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11/24/87
24.50
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lonergan's Charter Service, Inc.
 Address 1109 Boucher Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name First Maryland Leasecorp
 Address 110 S. Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule A.

Name and address of Assignee	RECORD FEE	11.00
	POSTAGE	.50
	43-49940-0777-001 110141	
	09/03/87	CK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lonergan's Charter Service, Inc.
John J. Lonergan, Sr.
 (Signature of Debtor)

First Maryland Leasecorp

 Type or Print Above Name on Above Line

 (Signature of Debtor)

W. R. Brown
 (Signature of Secured Party)

1/50

John J. Lonergan, Sr., President
 Type or Print Above Signature on Above Line

 Type or Print Above Signature on Above Line

Schedule A

Three (3) new 1987 International Model 1853 school buses S/N 1HVLPFCFNXHH488541, 1HVLPFCFN1HH488542, 1HVLPFCFN8HH488540, with 66 passenger Thomas school bus bodies.

(1) 1987 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN8HHA19056

(3) 1986 International Model 1853 school buses with 66 passenger Thomas school bus bodies. S/N 1HVLPHYN3GHA57860
S/N 1HVLPHYN8GHA57871
S/N 1HVLPHYN2GHA57865

(1) 1985 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN4FHA28107

(1) 1984 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVLPHYN8EHA47175

(1) 1983 International Model 1853 school bus with a 66 passenger Thomas school bus body. S/N 1HVBA1851DHA23657

(2) 1978 International Model 1703 school buses with 66 passenger Thomas school bus bodies. S/N D0822HHB32652
S/N D0822HHB32647

(1) 1977 International Model 1703 school bus with a 66 passenger Thomas school bus body. S/N D0822GHB23102

(1) 1985 Cadillac Edorado two door sedan S/N 1G6EL5788FE665927

Schedule A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

1987 L.H.

517 308

269515

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/14/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael R. & Stephanie L. Swidowich

Address 210 Carroll Rd., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland, 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/16/94

4. This financing statement covers the following types (or items) of property: (List)

Kayak Award Winning Swimming Pool - 12-X 20 above ground and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 210 Carroll Rd., Glen Burnie, Maryland 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael R. Swidowich
(Signature of Debtor)

Michael R. Swidowich

Type or Print Above Signature on Above Line

Stephanie L. Swidowich
(Signature of Debtor)

Stephanie L. Swidowich

Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.

Type or Print Above Name on Above Line

12.50

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/16/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Keith F. & Barbara L. Morris

Address 1640 Shadyside Dr., Edgewater, Md. 21032

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/16/97

4. This financing statement covers the following types (or items) of property: (list)

*12 x 24 KAYAK AWARD WINNING POOL
w/ Party Deck*

above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

6. (If collateral in crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 1640 Shadyside Drive, Edgewater, Md. 21032

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00

POSTAGE .50

404970 0777 001 710:45

09/03/87

CK

X Keith Morris
(Signature of Debtor)

Keith F. Morris
Type or Print Above Signature on Above Line

X Barbara L. Morris
(Signature of Debtor)

Barbara L. Morris
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

1750

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 310 Identifying File No. _____

A.A. City. 6m02 1250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metta F. Radcliffe t/a Fay Radcliffe Bus Service

Address 8429 Maryland Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1987 GMC Model B6P042 school bus s/n 1GDL6P1F4HV524902 with a 165H.P. Detroit diesel engine, automatic transmission and a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Metta F. Radcliffe t/a Fay Radcliffe Bus Service

Metta Fay Radcliffe owner
(Signature of Debtor)

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

W. R. B...
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1250

269702

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Compu-Sign Graphics, Inc. 7557 Ritchie Highway Glen Burnie, MD 21061</p> <p>**SEE BOTTOM FOR OTHER ADDRESSES**</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202</p> <p>Attn: Mary Stafford, V.P.</p> <hr/> <p>Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Sign Manufacturing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00

POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 55,000.00

Business located in more than one county. Taxes paid to SDAT \$192.50 9/1/87

<p>DEBTOR:</p> <p>Compu-Sign Graphics, Inc. <small>(Type Name)</small></p>	<p>SECURED PARTY: SIGNET BANK/MARYLAND</p> <p>By: <u>C. Richard Gamper, Jr.</u></p>
<p>By: <u>Jon P. Winand President</u></p> <p>Jon P. Winand, Pres.</p>	<p>C. Richard Gamper, Jr., V.P. <small>(Type Name)</small></p>
<p>By: _____</p>	<p>August 28 19 87 <small>(Date Signed by Debtor)</small></p>

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

2103 Greenspring Drive
Timonium, Maryland 21093

48 Burke Avenue
Towson, Maryland 21204

6400 Baltimore National Pike
Baltimore, Maryland 21228

Handwritten initials "JS" and a checkmark.

269703

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1 DEBTOR(S) and Address(es) Banks Air Freight Service, Inc. P.O. Box 8750 (BWI) Baltimore, Maryland 21240 Glen Burnie, Maryland 21061	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202 Attn: Mary Stafford, A.V.P. Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Freight Forwarding (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. Oscar Micro Processor #RD52A30-217-21-02
Micro PDP-11-73

RECORD FEE 11.00

RECORD TAX 259.00

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder. .50

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 85,000.00

#00033 0777 R01 T10449

09/03/87

OK

DEBTOR: Banks Air Freight Service, Inc. <small>(Type Name)</small>	SECURED PARTY: SIGNET BANK/MARYLAND By: <i>[Signature]</i>
By: <i>[Signature]</i> Charles W. Banks, Pres.	Michael L. Goldstein, Vice President <small>(Type Name)</small> July 9 19 87 <small>(Date Signed by Debtor)</small>

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Subject to Recording Cost of \$37M.

1/19/80

209513

Identifying File No

TO BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here

This financing statement Dated July 31, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name M-G Distributors, Inc.

Address 1731 Midway Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Federal City National Bank

Address 555 New Jersey Ave., N.W., Washington, D.C. 20001

Attn: Tina C. Benson

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property (list)

A first security interest in all accounts receivable and inventory now owned and hereinafter acquired.

RECORD FEE 11.00

POSTAGE .50

4030160 0777 R01 TL0459

09/03/87

AK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martin Goldberger

(Signature of Debtor)

Martin Goldberger, President

Type or Print Above Name on Above Line

Gloria Goldberger

(Signature of Debtor)

Gloria Goldberger, Vice President

Type or Print Above Signature on Above Line

John W. Duffy, SVP

(Signature of Secured Party)

John W. Duffy, Senior Vice President

Type or Print Above Signature on Above Line

BOOK 517 PAGE 313

1/50

BOOK 517 FILE 314

269704

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
MAY 11 1967
05/03/67
CK

- 1 To file recorded in the Land Records of _____
- 2 To be recorded among the Financing Statement Records of _____
- 3 Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) _____ Address(es) _____
 Willow Enterprises, Inc. 325 Roesler Rd., Glen Burnie, MD 21061

325 Roesler Rd
~~XXXXXXXXXXXXXXXXXX~~

6 Secured Party Willow Ent. Inc. Address Glen Burnie, Md. 21061

Attention Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

- 7 The Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 - A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar receivables and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
 - G Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
 - H Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
 - I All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Willow Enterprises, Inc
 _____ (Seal)
Larry J. Wilner (Seal)
 Larry J. Wilner, Pres
 _____ (Seal)
Larry J. Wilner
 Larry J. Wilner

Secured Party _____
 Willow Enterprises, Inc (Seal)

 Type name and title
 Louis Wilner - Sec Treas

Assignee - FIRESTONE FINANCIAL CORP.
~~XXXXXXXXXXXXXXXXXX~~
 38 Glen Ave
 Newton Center, Mass
 02159

1750

R

SCHEDULE A

BOOK 517 PAGE 315

This Schedule A is attached and made a part of

contract dated August 31, 1987 between Willow Enterprises, Inc (Seller)

and Willow Enterprises, Inc (Buyer)

6 Williams Tic Tac Shuffle Alleys (new)
13667-13675-13677-13688-13690-13697

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 517 PAGE 316

FINANCING STATEMENT

DATE: September 1, 1987

269705

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Seyed Ahmad Shafaat
91 Gibraltar Avenue
ADDRESS: Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

<u>QTY</u>	<u>Description</u>
1	Allen Smart Scope, Model #92390, Serial #47598

RECORD FEE 11.00
POSTAGE .50
ANNAPOLIS FEDERAL SAVINGS BANK
09/03/87
K

DEBTOR(S):

SECURED PARTY:

(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Seyed a. Shafaat
Seyed Ahmad Shafaat

BY: Robert E. Mann
(Authorized Signature)

BY: _____

Robert E. Mann
Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

STATE OF MARYLAND

BOOK 517 PAGE 317

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267555

RECORDED IN LIBER 11039 512 FOLIO C040 R01 127 ON May 11, 1987 (DATE)

1. DEBTOR

Name Kop-Flex, Inc.

Address Harmans Rd., Harmans, MD 21077

2. SECURED PARTY

Name Textron Financial Corporation

Address 18201 Von Karman Ave., Irvine, CA 92715

2000 Century Plaza, Suite 441, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

CHECK FORM OF STATEMENT

To further describe the Toyoda Machining Center: Toyoda FH 55 Horizontal Machining Center, with standard and optional equipment, Tool Length Measurement Handle Interruption (Program Restart), Adaptive Control I/Spindle Horsepower Monitor including Feed Hold at Spindle Overload.

10.50

Dated August 28, 1987

Kop-Flex, Inc.
James E. Stevenson, Vice President

Richard Zander
(Signature of Secured Party)

Richard Zander, Regional Sales Manager
Type or Print Above Name on Above Line

RECORD FEE 10.00
ASSASS 50
RECORDED 0777 R01 711403
08/03/87
CK

200594

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Office: Date, Time, No. Filing Office

LYNDA D. SILCOTT

LOT 84 CROWNSVILLE RD
CROWNSVILLE MD 21032

GREEN TREE ACCEPTANCE INC.
2200 ORTIZ BLVD # 4245
WOODBRIDGE, VA 22191

RECORD FEE 11.00
POSTAGE .50

5. This Financing Statement covers the following type(s) for item(s) of property

1986 IMPERIAL
70 X 14 SERIAL # 861054

REGAL

AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THEREON; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

Products of the Collateral are also covered by a purchase money security agreement and/or retail

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8.)

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

LYNDA D. SILCOTT
By *Lynda D. Silcott*
Signature(s) of Debtor(s)

By *Isabel Manfredi*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

GREEN TREE ACCEPTANCE INC.

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

269706

BOOK 517 PAGE 319

FINANCING STATEMENT (UCC-1)

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$63,500....

1. Name of Debtor(s) (or Assignor): Piedmont Land Company
 Address: 1916 Forest Drive
Annapolis, Maryland 21401

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
 Address: Attention: Commercial Loan Departmen
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:

- (1) 8450 John Deere Tractor
Serial Number RW8450H005540

RECORD FEE 11.00
 RECORD TAX 444.50
 POSTAGE .50
 W050230 0777 R01 T11403

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Piedmont

Debtor(s): Piedmont Land Company
James R. Hecht, General Partner

Secured Party:
THE BANK OF BALTIMORE
 By: Lucy C. Campbell
Lucy C. Campbell, Vice President
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

*181
44450
SD*



FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Callahan & Callahan, P.C.
Address: 2133 Defense Highway
Crofton, Maryland 21114

269707

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
EQUIPMENT, ACCOUNTS AND ALL ASSETS OF THE CORPORATION

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 11.00

MISTAKE .50

4070240 5777 P01 T11104

09/03/87

CK

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):

CALLAHAN & CALLAHAN P.C.
[Signature]

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*
Barbara A. Newell
(Type Name and Title)

Branch
Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11/50

Cardinal Industries, Inc.
Knights Inn
Frederick, Maryland

BOOK 517 PAGE 321



269708

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
Debtor(s)	City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd., Glen Burnie, MD 21061
and	2040 S. Hamilton Rd., Columbus, OH 43232

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

	Debtor(s) or Assignor(s)
Secured Party: SOVRAN BANK/MARYLAND	<u>CARDINAL INDUSTRIES, INC.</u>
By: _____	By: <u>Joseph V. Collins</u>
Type Name <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Vice-President/Mortgage Co.</u>
	Type or Print Name and Title of Each Signature

RECORD FEE 13.00
PAGE 1.50
#05240 0777 001 111405
03/03/87
CK

13.50

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

*** Cardinal Industries, Inc.
Knights Inn
Frederick, Maryland

BOOK 517 PAGE 323

SCHEDULE B

Finished building components consisting of 117 units:

- (11) 1-bed sofa - S/N 2351-2354, 2356-2362
- (1) Reception/Office - S/N 2355
- (57) 2-bed - S/N 2363-2366, 2368-2371, 2373-2376, 2378-2381, 2383-2386,
2388-2390, 2392-2395, 2397-2400, 2402-2405, 2407-2411,
2413-2416, 2418-2421, 2423-2426, 2428-2432
- (3) Linen - S/N 2367, 2391, 2417
- (1) Conference Room - S/N 2372
- (10) 1-bed sofa efficiency - S/N 2377, 2422, 2427, 2433, 2438, 2443,
2448, 2453, 2458, 2463
- (3) 2-bed BFO - S/N 2382, 2387, 2406
- (1) Laundry - S/N 2396
- (1) Folding - S/N 2401
- (27) 1-bed - S/N 2434-2427, 2439-2442, 2444-2447, 2449-2452, 2454-2457,
2459-2462, 2464-2466
- (1) Manager's 2-bedroom apartment - S/N 2467
- (1) 1-bed sofa eff. barrier-free - S/N 2412

A unit consists of from one to three 12' by 24' prefabricated building unit modules.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200550

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/01/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H & M WAGNER AND SONS, INC.
Address 7204 MAY WAGNER LANE GLEN BURNIE MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie
Address 101 Crain Highway
Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9/01/91

4. This financing statement covers the following types (or items) of property: (list)

ADVANCE SCRUBBER MACHINE
MODEL 5000B SERIAL #132628

RECORD FEE 12.00

POSTAGE .50

REGISTERED TO: 0777 R01 711+06

09/03/87

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H & M WAGNER AND SONS, INC.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Earl G. Walter, Executive Vice-President

Type or Print Above Signature on Above Line

Handwritten initials

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 517 PAGE 325 Identifying File No. 208551

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2344.97

If this statement is to be recorded in land records check here.

This financing statement Dated 05-07-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD AND AMBER KENNELL
 Address 595 MCPHERSON RD GLEN BURNIE MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address PO BOX 227 GLEN BURNIE MD 21061

RECORD FEE 12.00
 RECORD TAX 17.50
 TOTAL 29.50
 VOID
 05/140 07/17 R01 TOP
 09/03/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 05-07-90

4. This financing statement covers the following types (or items) of property: (list)

PICTURE, BKS, CAM EQP, COLLECTION, EXCR EQP, GRND TBS, MWR, HY, NUTR, HUNT, EQP, JEWEL, BIKE
 RADIO, FISH EQP, STEREO EQUIP, CASST PLY, RECVR, SPKR, TPE, PLAY, TV, VCR, VDO CM, CHN SAW, DRL, HD TO
 BOOLS, DUNETTE SET

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 05/49350 07/17 R01 TOP:43
 09/03/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1750

SD

Edward Kennell
 EDWARD KENNELL (Signature of Debtor)
Amber Kennell
 Type or Print Above/Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

 Type or Print Above Signature on Above Line



269709

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Technate Computer Supplies, Inc.
 Address: 8205B Cloverleaf Drive
Millersville, Md. 21108

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910



3. This Financing Statement covers the following types (or items) of property:
Accounts Receivable
Inventory

RECORD FEE 11.00
 POSTAGE .50

405-3830 ETTT:R01 T1147

09/03/87

CK

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s):
Technate Computer Supplies, Inc.
Eugene M. Cleary, President
Marc A. Resnick, Vice President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: Dennis Ortiz
Assistant Vice President
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Handwritten initials "H" and "L"

1150

BOOK 517 PAGE 327

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): C & J Automotive, Inc.
 Address: t/a Lake Shore Exxon
 4459 Mountain Rd,
 Pasadena Maryland 21122

269710

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: Metro Plaza One, 8401 Colesville Road
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
 One Amco 3300 computerized alignment instrumentation

RECORD FEE 12.00
 POSTAGE .50

4. Check the statements which apply, if any, and supply the information indicated:

4050450 0777 801 11142

09/03/87

CK

- (If collateral is goods which are or are to become *fixtures*—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

C & J Automotive, Inc.
 Debtor(s): T/A Lake Shore Exxon

 James C. Coley, Pres.

 Carl V. Contrino, Vice Pres.

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 Dennis L. Ortiz
 By: _____
 Assistant Vice Pres.
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

12
 2

To be recorded
(1) in the Land Records of
ANNE ARUNDEL County
(2) in the Financing Statement
Records of ANNE ARUNDEL
County

Not subject to
recordation tax
Principal amount is
\$ 320,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

- | | |
|---|--|
| 1. Debtor: | Mailing Address of Debtor:
1545 Widows Mite Road
Edgewater, Maryland 21037 |
| CAREY W. DANIEL, JR. and
DELORES H. DANIEL | |
| 2. Secured Party: | Address of Secured Party:
106 Old Court Road
Pikesville, MD 21208 |
| STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland | |

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 Edition, as amended), in all of the collateral hereafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to:

4.1 All equipment, machinery, building materials and other articles of personal property of every kind and nature now or hereafter located in or upon the land located in Anne Arundel County, Maryland which is described in Exhibit A hereto, including, by way of example rather than of limitation, all heating, lighting, laundry, plumbing, refrigerating, ventilating, communications apparatus, air-conditioning apparatus, fans, carpeting and other floor coverings, storm doors and windows, stoves, refrigerators, dishwashers and attached cabinets.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

Debtor:

Carey W. Daniel, Jr.
Carey W. Daniel, Jr.
Delores H. Daniel
Delores H. Daniel

Date: August 27, 1987

0449E/298

12/0

12.00
50
1050710 0345 R01 714713
09/03/87
CK

BEGINNING for the same at an iron pipe found that marks the end of the South 63 degrees 23 minutes 30 seconds West 69.72 feet line described in that conveyance from Matitia Company Limited to M. Wilmer Smith and Annie E. Smith, his wife, by deed dated February 19, 1965 and recorded among the land records of Anne Arundel County, Maryland in Liber L.N.P. 1836 at Folio 309; thence leaving said point of beginning and binding along part of the abovementioned line reversely North 63 degrees 23 minutes 30 seconds East 64.44 feet to a point on a wooden bulkhead on the westerly shore line of South River; thence binding on and with said wooden bulkhead South 48 degrees 47 minutes 21 seconds West 3.39 feet, South 16 degrees 29 minutes 16 seconds West 272.71 feet, South 20 degrees 23 minutes 36 seconds East 14.98 feet and South 00 degrees 44 minutes 29 seconds East 21.94 feet to the end of the wooden bulkhead; thence leaving said wooden bulkhead and binding on and with the shore line of South River South 20 degrees 28 minutes 10 seconds East 73.32 to an iron pin here set; thence leaving the shore line of South River and binding on the outlines of the abovementioned conveyance, North 51 degrees 09 minutes 40 seconds West 255.00 feet to an iron pin here set; thence North 52 degrees 18 minutes 40 seconds West 130.36 feet to an iron pipe found on the southeast side of a 40 foot right-of-way which is to be used for ingress and egress; thence leaving said outline and binding on and with the outlines of part of said 40 foot right-of-way North 37 degrees 41 minutes 20 seconds East 40.24 feet to an iron pin here set and North 52 degrees 34 minutes 50 seconds West 60.00 feet to an iron pipe found; thence leaving said right-of-way and binding on and with the division line between the lot herein described and Lot 3 as shown on a plat recorded among the land records of Anne Arundel County, Maryland prepared by James D. Hicks, Registered Surveyor, dated March 2, 1967, North 84 degrees 11 minutes 10 seconds East 312.75 feet to the point of beginning.

SUBJECT to the right to use in common the 40 foot right-of-way and a 10 foot storm drain easement shown on the plat attached to Deed dated November 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3979, folio 280 and re-recorded at EAC 4035, folio 400, and a plat attached to a Deed dated May 1, 1968 and recorded among the Land Records of Anne Arundel County in Liber MSH 2165, folio 31 by and between M. Wilmer Smith, et ux and Edward T. Bresnaham, et ux.

SUBJECT also to the rights of others no matter how derived and to the right, title and interest of the Federal or State Governments to all that property that is or was below the mean high water line of the property at its juncture with the South River, including any property that was at one time within the navigable water of the South River, all such property being designated as "area between bulkhead and property lines" on the plat attached to Deed dated November, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3979, folio 280 and re-recorded at EAC 4035, folio 400, and a plat attached to a Deed dated May 1, 1968 and re-recorded among the Land Records of Anne Arundel County in Liber MSH 2165, folio 31 by and between M. Wilmer Smith, et ux and Edward T. Bresnaham, et ux; consisting of .35 acres more or less. The property described in this paragraph being claimed by possession or accretion and not by legal conveyance and being so designated by A.L. Dowgiallo and Associates, Inc.

BEING the same property which by Deed dated April 19, 1986 and recorded May 2, 1986 in the Land Records of Anne Arundel County at Liber 4061, folio 444 was conveyed by William C. Burdeaux and Shirley A. Burdeaux unto Carey W. Daniel, Jr. and Delores H. Daniel.

FINANCING STATEMENT

200533

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

CENTRAL CHILD CARE, INC.
211 Mayo Road
Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY:

SHARON GROOM
5 Porter Road, Apt. 5A
Andover, Massachusetts 01810

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#030830 0237 R02 T14:58
09/03/87

3. This Financing Statement covers all:

CK

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

d. All licenses and leases relating to the conduct of the business of a group day care/group child development center located at 211 Mayo Road, Edgewater, Maryland 21037.

Principal amount of this debt is \$50,000.00 to creditor,
Documentary Stamps to be paid on \$10,000.00.

DEBTOR:

SECURED PARTY:

CENTRAL CHILD CARE, INC.

By: Jane B. Timberg - President
Jane B. Timberg, President

By: Sharon C. Groom
Sharon C. Groom

AFTER RECORDATION return to:
William H. Buck, Esquire
MANIS, WILKERSON, SNIDER AND GOLDSBOROUGH, CHARTERED
23 West Street, P. O. Box 1911
Annapolis, Maryland 21404

11.00
20.00
5.00

200502

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$1,275,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Purchase Money Deed Of Trust.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

RECORD FEE 22.00
POSTAGE .50
#003890 0040 R03 T11:21

1. DEBTOR: EARLEIGH HEIGHTS SHOPPING PLAZA
LIMITED PARTNERSHIP
2448 Holly Avenue, Suite 300
Annapolis, Maryland 21401
2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending
Division
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators,

09/04/87

CK

22. ⁰⁰ 8

stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

EARLEIGH HEIGHTS SHOPPING PLAZA
LIMITED PARTNERSHIP
A Maryland Limited Partnership

Matthew S. Kumpf

By: Matthew S. Kumpf (SEAL)

Name: Matthew S. Kumpf

Title: General Counsel

Date: August 31, 1987

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) BB5090025/6610

EXHIBIT A

(1) BEGINNING for the first thereof at a pipe set at a point on the West side of the dual highway leading from Annapolis to Baltimore, where the South side of a 30 foot county road leading to Earleigh Heights intersects same; and running thence along said dual highway, South 35 degrees 20 minutes East 246.39 feet to a bar set; thence leaving said highway and running South 25 degrees 21 seconds West 133.94 feet to a bar set; thence North 88 degrees 56 minutes West 270.00 feet to a stone; thence North 39 degrees 22 minutes 03 seconds West 243.20 feet to the South edge of the aforementioned county road leading to Earleigh Heights; thence bounding on the South edge of said county road, North 62 degrees 13 minutes 57 seconds East 199.40 feet to a bar set; thence still bounding on said road, North 77 degrees 28 minutes 57 seconds East 166.59 feet to the place of beginning. Containing 2.403 Acres of land, more or less, according to a survey made by Anarex, Inc., Registered Professional Engineer and Land Surveyor.

(2) BEGINNING for the second thereof at a stone being at the end of the North 88 degrees 56 minutes West 270.00 foot line of the firstly described parcel herein; thence leaving said stone and running North 39 degrees 22 minutes 03 seconds 243.20 feet to a bar set on the Southern side of the county road from Earleigh Heights to Ritchie Highway; thence running with said road and the outlines South 59 degrees 51 minutes 57 seconds West 210.80 feet to a bar set; thence leaving said road and outlines and running South 27 degrees 32 minutes 03 seconds East 237.19 feet to an iron pipe found; thence running North 60 degrees 32 minutes 57 seconds East 260.62 feet to the place of beginning. Containing 1.289 Acres, more or less, exclusive of the area in the road.

BEING the same two parcels conveyed to Melvin J. Musselman, Walton F. Musselman and Roland P. Musselman, as tenants in common, from Nicholas L. Sikalis and Wanda Lee Sikalis, his wife, by Deed dated July 6, 1976, and recorded among the Land Records of Anne Arundel County in Liber WGL 2870, folio 166, however, said description is by way of an updated boundary survey done by Anarex, Inc. dated August, 1977, and more fully shown on a Plat entitled "Earleigh Heights Shopping Complex", and recorded among the Land Records of Anne Arundel County in Plat Book 69, folio 47.

POL 6452

517 336

200501

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 140,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s) Address(es)
 Lawrence M. Yalich 2500 Hess Road
 Sandra L. Yalich Fallston, Maryland 21047

6 Secured Party Address: Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK 10 Light Street
 Attention: John B. Boyle Fifth Floor
 Mailstop 02-05-01 Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 14, 1987 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

RECORD FEE 12.00
 POSTAGE .50
 #032260 0055 R02 T12:56
 09/04/87

Debtor(s)
Lawrence M. Yalich (SEAL)
Sandra L. Yalich (SEAL)

Secured Party
 MARYLAND NATIONAL BANK
 By: John B. Boyle (SEAL)
 Vice President
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

ATLANTIC TITLE COMPANY
 36 South Charles Street
 2001 Charles Street
 Baltimore, MD 21201

853-8 ED 1/85

1200
 100

BOOK 517 PAGE 337

NOT USED

9/8/87

FILE 338

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2-200-13

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Branham, John E. and Branham, Lucille M. d/b/a:
Name Branham Contractors, Inc.
Address 8133 Hog Neck Road, Pasadena, MD 21122

2. SECURED PARTY

Name Koehring-Speedstar, A Unit of AMCA International
Address 1200 North 54th Street, Enid, OK 73701

RECORD FEE 13.00

AMCA International Finance Corporation, 200 Executive Drive, Brookfield, WI 53005
Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/08/87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
AMCA International Finance Corporation
200 Executive Drive
Brookfield, WI 53005

See Exhibit A attached hereto and forming a part hereof.

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

[Signature of Debtor]
(Signature of Debtor)
Branham, John E. d/b/a:

Branham Contractors, Inc.
Type or Print Above Name on Above Line

[Signature of Secured Party]
(Signature of Secured Party)

Koehring-Speedstar, A Unit of
AMCA International
Type or Print Above Signature on Above Line

[Signature of Debtor]
(Signature of Debtor)
Branham, Lucille M. d/b/a:
Branham Contractors, Inc.
Type or Print Above Signature on Above Line

JA

na

5172 338-A

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland, Anne Arundel County

TOTAL NUMBER OF SHEETS 2

EXHIBIT A

1987 Speedstar Model SQD-275 Tophead Drill Rig (S/N 101322) mounted on 1987 IH Navistar 1954 4x2 truck (S/N 1HTLDTVN7HH486068), equipped with IH DT-466 (210 HP) diesel engine (S/N 000506162), front flotation tires, air brakes and hubometer. Drill rig equipped with 29' mast, Gardner-Denver FG-FXG 5x6 mud pump (S/N 912615), joy 275 screw compressor (S/N216830), rod carrying rack, sandreel with 500' of cable, lockable console cover, 10,000 lb. - 12V front mounted winch with 100' of 3/8" cable, hydraulic leveling jacks, 7500 lb. hydraulic winch w/pipe loader and jib boom, breakout wrench, operating tools and (25 ea.) drill pipe, 2-7/8" x 20' with 2-3/8" mayhew jr. joints.

**together with all present and future attachments,
accessories, replacement parts, repairs, additions,
and all proceeds thereof.**

This financing statement covers a purchase money security interest created under a conditional sales contract a falls within the exception contained in MD. ANN. CODE art. 81, & 277(2)(ii)(5) (1984).

DEBTOR

Koehring-Speedstar, A Unit of
AMCA International
SECURED PARTY

2
SHEET No.

(1) Filing Officer Copy--Alphabetical

FORM UCC-E

Not to be recorded in
Land Records

BOOK: 517 PAGE: 339

Subject to Recordation Tax:
Principal Amount is \$6,000,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne County, Maryland and given as additional security in the same loan.

269647

DATE: August 31, 1987

FINANCING STATEMENT

1. Debtor: Address:
RIVA TRACE CORPORATION 2661 Riva Road
Suite 400
Annapolis, Maryland 21401
2. Secured Party: Address:
HOME FEDERAL SAVINGS BANK P.O. Box 1179
Hagerstown, Maryland 21741-1179
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

RECORD FEE 13.00
POSTAGE .50

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

#033000 C237 R02 T10:50
09/08/87

5A

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

BOOK 517 PAGE 340

DEBTOR:

RIVA TRACE CORPORATION

By _____

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By _____

Thomas B. Frame
THOMAS B. FRAME Vice President

RTFS332.161 M2

SCHEDULE A

Being known and designated as lots numbered 1 through 44, inclusive, as shown on a plat entitled "Resubdivision of Reserve Parcel "B" Riva Trace Section 2 Winter's Chase, which plat is recorded among the plat records of Anne Arundel County in Book 106, pages 17 and 18."

Being part of the property which by Deed dated January 27, 1984, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3691, folio 553, was conveyed by Habonim Camp Association Company, Inc., to Riva Trace Corporation.

5172
240-A

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$180,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: July 29th, 1987

FINANCING STATEMENT

- 1. Debtor: Address:
BRYAN CONSTRUCTION and DEVELOPMENT COMPANY P.O. Box 957
Gambrills, Maryland 21054
- 2. Secured Party: Address: RECORD FEE 13.00
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9151 Baltimore National ~~109745~~ .50
Ellicott City, Maryland 21043 #054840 0777 R01 T10:20
- 3. This Financing Statement covers: 09/09/87

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

JA

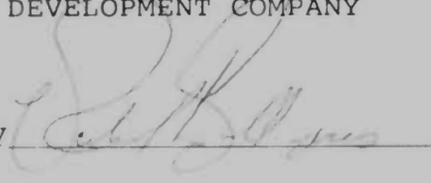
130 3



4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

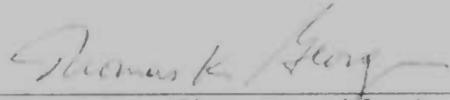
DEBTOR:

BRYAN CONSTRUCTION AND
DEVELOPMENT COMPANY

By 

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By 

Executive Vice-President

GFS304.734 R1

BOOK 517 PAGE 343 SCHEDULE A

BEGINNING FOR THE SAME on the southwest side of Norwich Road, as shown on the Plat of Riverdale on the Magothy, (which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 3, folio 235&c.) at the distance of 185 feet easterly from the intersection of the southwest side of Norwich Road and the southeast side of Darnmouth Road, and running from said point of beginning and binding on the southwest side of Norwich Road easterly 179.66 feet to lot of ground conveyed by said David Scarlett Ross to Marshall L. Goodrich and wife, deed dated 14th day of June, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 127, folio 451&c., thence south and binding on said Goodrich lot 295 feet to waters of Old Man's Creek, thence westward and bounding on Old Man's Creek 181 feet, more or less, to the division line between lots No. 64 and 65 as shown on said plat of Riverdale on the Magothy above referred to, thence north along the division line between said lots 64 and 65, the distance of 290 feet to the place of beginning. Containing one acre of land, more or less.



ANNAPOLIS MARYLAND TITLE CO. INC.
412-414 Empire Bldg
7300 Ritchie Highway
Blair Burnie, Maryland 21048
769-0320



To Be Recorded In The Land
And In The Chattel Records
Of Anne Arundel County And
Among The Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax On
Principal Amount Of \$75,000.00
Which Was Paid To The Clerk Of
The Circuit Court Of Anne
Arundel County Upon The Filing
Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** **THE DEMPSEY COMPANY, INC.**
1236 Algonquin Road
Crownsville, Maryland 21032

Attention: James F. Dempsey
President
- 2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL,**
F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending
Division
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

RECORD FEE 22.00
POSTAGE .50
#075310 0777 R01 T11:38
09/09/87
JA

JH 50

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

THE DEMPSEY COMPANY, INC.,
A Maryland Corporation

By:  (SEAL)
James F. Dempsey,
President

Date: September 8, 1987

BOOK 517 PAGE 347

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6736

BOOK 517 348

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots 5 and 6, in the subdivision entitled "CROFTON ORCHARD", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, folio 28.

BOOK 517 PAGES
349

+
PAGE 350

's NOT USED

9/9/87

S/b Land

BOOK 517 PAGES
349
+
PAGE 350

's NOT USED

9/9/87

S/b Land

BOOK 517 FILE 331

200051

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at Clerk of The Court of Anne Arundel Co.
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s) _____ Address(es) _____
 Lombardo Family Trust 1835 Forest Drive, Unit B-2
 Annapolis, Md. 21401

6 Secured Party Maryland National Bank Address Department Church Circle
 Post Office Box 987, Mailstop 500501
 Attention D.L. PHIPPS Baltimore, Maryland 21203
 (Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: LOMBARDO Family Trust

Secured Party Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any
PIO S. LOMBARDO, Trustee

By: [Signature] (Seal)
 Type name and title
DEBRA L. PHIPPS, BRANCH OFFICER

By: _____ (Seal)
 Type name and title, if any

By: _____
 Type name and title

RECORD FEE 11.00
 POSTAGE .50
 #054890 C777 R01 T10:26
 09/09/87
 JA

PU
 2/26/87

11
 2

BOOK 517 PAGE 352

209532

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 3417 ANNAPOLIS RD
CITY & STATE: LANHAM MD 20706

DEBTOR(S) (AND ADDRESSES)			DATE OF THIS FINANCING STATEMENT	
MICHAEL THORNERG			09-01-87	
SUSAN THORNERG			ACCOUNT NO	TAB
1604 LEW WINDSOR CT CROFTON MD 21114			766907082	8987

Filed with: ANNE ARUNDEL CITY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

Camera, jewelry, radio, speakers, tv, vcr, hand tools, entertainment center.

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#053780 C777 R01 T08:45

09/09/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1520.41

BY AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) Michael A. Shanley DEBTOR
Susan Thornberg DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

12-14-50

288561 AA. Contd 11.50 emd

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owens Charter Bus Company, Inc.
Address 3910 Old Birdsville Road, Harwood, Maryland 20776

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

#053910 C777 R01 T08:47

4. This financing statement covers the following types (or items) of property: (list)

09/09/87

Name and address of Assignee

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1987 International Model 1853 school bus serial number: 1HVLNHGM5HHA26836, with 60 passenger Thomas school bus body diesel engine and two-way Motorola radios.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Owens Charter Bus Company, Inc.

Nancy M. Owens V.P.
(Signature of Debtor)

Nancy M. Owens, Vice President

~~Nancy M. Owens, Vice President~~

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. L. Brown
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

JA

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNIE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

VanPelt, Dennis L.
4820 Atwell Road
Shady Side, MD 20764

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00
POSTAGE .50

Name & address of Secured Party

J. L. Gomer Equipment Co., Inc.
10705 Hull Street Road
Midlothian VA 23113

Name & address of Assignee

Associates Commercial Corporation
3002 Discovery Drive, #420
Richmond, VA 23288

#053820 C777 R01 T08:47

09/09/87

JA

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Caterpillar Model 955L Crawler Loader SN/64J9516 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF
Exempt Recordation Tax - Conditional Sale Contract

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

VanPelt, Dennis L.

J. L. Gomer Equipment Co., Inc.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

X Dennis VanPelt

[Handwritten Signature]

BOOK 517 PAGE 355

200001

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Charles S. Karmosky,
Architect, Inc.
1993 Moreland Pkwy
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
Lease World Corporation
5000 Brush Hollow Rd.
Westbury, NY 11590

3 Maturity date (if any)
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50

4 This financing statement covers the following type(s) of property:

See Schedule "A" attached hereto and made
part hereof

5 Assignee(s) of Secured Party and
Address(es)

09/09/87
MIDLANTIC NATIONAL BANK
NORTH
ONE GARRET MOUNTAIN PLAZA
WEST PATERSON N.J.
560-4855-6

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Charles S. Karmosky, Architect, Inc.

Lease World Corporation

Manny Hicker, President

[Signature]
Signature(s) of Debtor(s)

[Signature]
Title

By

[Signature]
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy (Original)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

BOOK 517 PAGE 356

PROPERTY LOCATED AT: 1993 MORELAND PARKWAY
ANNAPOLIS MD 21401

ITEM #	QUANTITY	DESCRIPTION
	2	MAXIMA COMPUTER AIDED DESIGN SYSTEMS AND PLOTTER CONSISTING OF: 2 - Compaq 386 w/40MB, 1.2MB, 1MB RAM, 2S/D 1 - High Resolution Monitor Color 1 - 13" Compaq Monitor 1 - High Resolution Color Graphics Controller 2 - Mouse Input Devices 1 - EGA Card 2 - Cadvance 2 - DOS 1 - HP 7885B Engineering A/E Plotter
		SERIAL NUMBERS: HP PLOTTER 2548A08579 MONITOR'S 6283161MF355 411107-11 COMPAQ's 4642AJ2B0098 4705AJ2B0484

Charles S. Karmosky, Architect, Inc.

BY: [Signature] ^{Lessee}
FRS (Title)

AGREED TO: LEASE WORLD CORPORATION

BY: [Signature] ^{Lessor}
[Signature] (Title)

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Jackson and Hayden Enterprises, Inc. C-67 Clark Road Jessup, Anne Arundel, MD. 20794	The CIT Group/Equipment Financing, Inc. 1301 York road Lutherville, MD 21093 37779	
Assignment of Secured Party CIT Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) Used Caterpillar 955L Crawler Loader s/n 64J10860 One (1) New Uni-Tool Root Rake s/n 02178-102 One (1) Used Caterpillar 955L Crawler Loader s/n 13X1540		
Equipment may also be located at: Route 2, Box 38 Warrenton, Fauquier, VA 22186		RECORD FEE 11.00 POSTAGE .50 #053860 CT77 R01 T08:51 09/09/87 JA
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Jackson and Hayden Enterprises, Inc.</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>[Signature]</u> (Seal) Title <u>Pres.</u>	By <u>[Signature]</u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA 989D		

11/80

BOOK 517 PAGE 358

200005

Check if applicable <input type="checkbox"/>		TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		XXXXXXXXXXXXXXXXXX	
1. Debtor (s) Name (Last Name First)	2. Debtor (s) Complete Address (es)		
Captain's Choice Marine, Inc.	193 S. Md. Rt. 3 Millersville, Maryland 21108		
3. & 4. Secured Party (ies) and Complete Address (es)	5. & 6. Assignee (s) of Secured Party (ies) and Complete Address (es)		
GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061			
7. This financing statement covers the following types (or items) of property: (Describe)			
Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.			
8a. (X) Proceeds are also covered. 8b. () Products of collateral are also covered.		No. of additional sheets presented. ()	RECORD FEE 11.00
			POSTAGE .50
Filed with Circuit Court Clerk of Anne Arundel County		County; Other	#053870 C777 R01 T08:52
9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____			09/09/87 A
10. This statement to be returned after recordation to Secured Party, shown above or to _____			
Signature (s) of Debtor (s)		Signature (s) of Secured Party (ies) or Assignee (s)	
Captain's Choice Marine, Inc.		General Motors Acceptance Corporation	
			
Thomas J. Eichelberger FILING OFFICER COPY		W. H. Hamill, Jr. 2024 J100	
Type or Print Names Clearly Below Signature.			
GMAC UCC1 Md. 4 74			

NOT FOR PUBLICATION

11-50

BOOK 517 359

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 200502

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/22/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles F. & Loretta M. Cuffley

Address 2956 East Almondbury Dr., Pasadena, Md. 21102

2. SECURED PARTY

Name Kayak Manufacturing corp.

Address 406 N. Crain Highway, Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/30/92

4. This financing statement covers the following types (or items) of property: (List)

Kayak Award Winning Swimming Pool - 20 X 12 above ground and all attached thereto

RECORD FEE 12.00
POSTAGE .50
#053890 C777 R01 T08+53
09/09/87
JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 2956 East Almondbury Dr., Pasadena, Md. 21102

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles F. Cuffley
(Signature of Debtor)

Charles F. Cuffley
Type or Print Above Signature on Above Line

Loretta M. Cuffley
(Signature of Debtor)

Loretta M. Cuffley
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

1230



BOOK 517 PAGE 380

STATE OF MARYLAND

200563

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Branham, John E.

Address 8133 Hog Neck Road Pasadena, MD 21127

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 17.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 1033700 C777 R01 T09:58

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John E. Branham

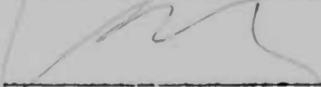
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

LARRY E. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

1750

BOOK 517-301

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John E. Branham

1800 Sulphur Spring Road Baltimore, MD 21227 8133 Hog Neck Road Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE, (2) Less DOWN PAYMENT IN CASH, (3) Less DOWN PAYMENT IN GOODS, and (4) CONTRACT PRICE.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty six thousand and 00/100 Dollars (\$ 36,000.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of October, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,000.00 and the final installment being in the amount of \$ 1,000.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: August 28, 19 87 BUYER(S)-MAKERS(S): John E. Branham (SEAL) Accepted Beltway International Trucks, Inc. (SEAL) By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

2

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 (Witness) _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and its Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 28, 1987

between Beltway International Trucks, Inc. as Seller-Lessor-Mortgagee and John E. Brauhm 8033 Hog Hook Road Pasadena, MD 21122 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as in said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 36,000.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of August 19 87

Beltway International Trucks, Inc. (SEAL)

By John E. Brauhm

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

BOOK 517 PAGE 384

62-304

PRINT OR TYPE ALL INFORMATION

269637

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Larry Lewis Persell
Lori Jean Holsclaw
Lot #115 Waysons Mobile Court
Lothian, Md. 20711

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

RECORD FEE 12.00
POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered by this statement #053930, C777 R01 T09:00

09/09/87

Description of collateral covered by original financing statement

1987 Commodore, Capewood, 56X14, 2BR., serial #AL23058A

JA

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

* Larry Lewis Persell
* Lori Jean Holsclaw
Signature of Debtor if applicable (Date) 8/14/87

Kelley R. Bled
Signature of Secured Party if applicable (Date) 8/14/87

FILING OFFICER COPY

Revised 7-1-82

1250

ANNE ARUNDEL
County

BOOK 517 PAGE 365

269 033

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Industrial Water Blasting, Inc. 809 D. Barkwood Court Linthicum, MD 21090</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Collateral Supervisor Commercial Loan Department</p> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E. Other
Model # 31020SS Tritan Hydro-Lasar -- Serial # 1811

RECORD FEE 11.00

RECORD TAX 171.50

POSTAGE .50

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are POSTAGED hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 24,500.00

#053940 C777 R01 T09:01
09/09/87

DEBTOR:
Industrial Water Blasting, Inc.
(Type Name)

By: X F. P. Lages, Pres.

By: Fritz P. Lages, Pres.

SECURED PARTY:
SIGNET BANK/MARYLAND
By: X William C. O'Connor, Jr., Vice President

William C. O'Connor, Jr., Vice President
(Type Name)

August 21 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

17
171.50
-50

209059

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	
(1) Debtor(s) (Last Name First) and Address(es): James Hawkins T/A Hawkins Trucking Co. 3545 Foxhall Drive Davidsonville, MD 21035 M-31822	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237		RECORD FEE 12.00 POSTAGE .50 #053990 C777 R01 T09:04
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer	09/09/87 JA

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) New Caterpillar Model #943 Track Loader S/N 19200716 and substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

NOT SUBJECT TO RECORDATION TAX (MD)
Filed w/ Anne Arundel County, MD

~~XXX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) James Hawkins T/A Hawkins Trucking (By) <i>James Hawkins</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical <i>1230</i>	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Alban Tractor Co., Inc.</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
---	---

UCC-1

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1. DEBTOR(S) and Address(es)</p> <p>Industrial Water Blasting, Inc. 809 D. Barkwood Court Linthicum, MD 21090</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Collateral Supervisor</u> <u>Commercial Loan Department</u></p> <p>Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other Jet Pac 40K Diesel Quad Model # 1004-02-13-01 -- Serial # DQD-629 and accessory equipment as listed on attached Exhibit 1
Assignment of lease between Debtor and Vacum Services, Inc.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 190,000.00

DEBTOR:	SECURED PARTY:	RECORD FEE	21.00
<u>Industrial Water Blasting, Inc.</u>	<u>SIGNET BANK/MARYLAND</u>	RECORD TAX	1330.00
(Type Name)	By: X <u>William C. O'Connor, Jr.</u>	POSTAGE	.50
By: X <u>Fritz P. Lages, Pres.</u>	<u>William C. O'Connor, Jr., Vice President</u>		
	(Type Name)		
	<u>August 21 1987</u>		
	(Date Signed by Debtor)		

#054010 DT77/R01 T09:05
09/09/87
JA

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

21
1330 - 50

EXHIBIT

QUOTATION

21246 68th AVENUE SOUTH
 KENT, (SEATTLE), WA 98032, USA
 PHONE (206) 395 4040
 FAX (206) 395 0057

NO. 1 of 4
 PAGE 1 of 4

SOLD TO:
 Industrial Water Blasting, Inc.
 P.O. Box 796
 Ellicott City, MD 21043

SHIP TO:
 Industrial Water Blasting, Inc.
 809-D Barkwood Court
 Linthicum Heights, MD
 21090

CUSTOMER CONTACT Fritz Lages NO Ind JB _____ TERRITORY CODE 05

STANDARD TERMS
 Systems:
 Ten Percent (10%) at time of order.
 Balance prior to shipment.
 Spare parts:
 Net 30 days
 ESTIMATED SHIPPING DATE
 Standard spare parts and consumable items:
 Two (2) weeks after receipt of order.
 Standard Systems and nonstandard spare parts:
 Four (4) to six (6) weeks after receipt of order.
 Special Systems:
 Six (6) to eight (8) weeks after receipt of order.
 ORDER ACCEPTED
 By _____
 Name, Title and Date
 Customer Purchase Order Number _____

ITEM	QUANTITY	U/M	MODEL / PART NO.	DESCRIPTION	TERMS OF PAYMENT	U.S. DOLLARS	TOTAL
1	1	Each	1004-02-13-01	JetPac, 40K Diesel Quad, Deutz Air Cooled Engine, Skid Mounted. Unit S/N DQD-629	Kent, WA	1,350.00	13,500.00
2	10	Each	303627-50	Hose Assy, 35K Shielded 50'	See Below	1,350.00	13,500.00
				Serial Numbers: 5572; 5574; 5573; 5571; 5570; 5569; 5568; 5594.			
3	6	Each	301988-50	Hose Set, JetTool Hyd 50'		1,550.00	9,300.00
				Serial Numbers: 5608; 5592; 5607; 5616; 5618; 5606.			
4	1	Each	5013	Jetwand, MKIIA Complete		5,500.00	5,500.00
				Unit Serial Number: 05-87-2332 (Hose 5532).			
5	2	Each	5050	MKIIA Jetlance (303950-01)		9,200.00	18,400.00
				Unit Serial Numbers: 2A-04-86-2184, Hose 8046 and 2A-06-87-2334, Hose 8051.			
6	1	Each	6400	System, Universal Abjet Cutting		18,500.00	18,500.00
				Notice: Seller retains legal title to goods covered by this invoice until paid for in full by Buyer. However, Buyer assumes all risks of loss, damage and use of the equipment at time of delivery, subject to delivery terms stated.			

FO-85-AW

CUSTOMER'S COPY

EXHIBIT

21246 68th AVENUE SOUTH
 KENT, (SEATTLE), WA 98032, USA
 PHONE (206) 395 4040
 FAX 497-1178 / ADMAC1 FAX (206) 395-0057

QUOTATION

NO. PAGE 2 of 4

SOLD TO:
 Industrial Water Blasting, Inc.
 P.O. Box 796
 Ellicott City, MD 21043

SHIPP TO:
 Industrial Water Blasting, Inc.
 809-D Barkwood Court
 Linthicum Heights, MD 21090

Systems:
 Ten Percent (10%) at time of order.
 Balance prior to shipment.
Spare parts:
 Net 30 days
ESTIMATED SHIPPING DATE
 Standard spare parts and consumable items:
 Two (2) weeks after receipt of order
 Standard Systems and nonstandard spare parts:
 Four (4) to six (6) weeks after receipt of order
Special Systems:
 Six (6) to eight (8) weeks after receipt of order.
 ORDER ACCEPTED
 By: _____
 Name, Title and Date

CUSTOMER CONTACT Fritz Lages NO Ind WB TERRITORY CODE 05

Customer Purchase Order Number

ITEM	QUANTITY	U/M	MODEL / PART NO.	DESCRIPTION	TERMS OF PAYMENT	U.S. DOLLARS	TOTAL
7	1	Each	301770	Circle Cutter Assembly	See Below	7,500.00	7,500.00
8	1	Each	201242-09	Key, T Handle 5/16 Hex x 6" Lg		5.00	5.00
9	1	Each	0213-02-13	Kit, Spare Parts Consisting of the Following Items: Kit, Accessory Circle Cutter Kit, Accessory Wall Attachment Box, Tool Kit, Tool 13:1 Intensifier Paper, Abrasive 329 Grit Paper, Abrasive 600 Grit Filter, Fuel Deutz 413 Filter Element, Water-Fuel Sep Solenoid, Continuous Duty 12V DC Controller, Diesel Shutdowns Kit, Repair 13:1 R.P. Seal Kit, Repair 13:1 Inten Oil Seals Kit, Upgrade, Inlet Check 13:1 Pin, Intensifier Shift Drag Pin, Intensifier Shift Actuating FTG, H.P. Plug 3/8 60,000 PSI Gauge, Pressure, 0-5000 psi Filter Element, 10 Micron Filter Element, Hydr 10 Micron		6,500.00	6,500.00

517 389

Notice: Seller retains legal title to goods covered by this invoice until paid for in full by Buyer. However, Buyer assumes all risks of loss, damage and use of the equipment at time of delivery, subject to delivery terms stated.

CUSTOMER'S COPY

EXHIBIT /

21246 68th AVENUE SOUTH
 KENT, (SEATTLE), WA 98032, USA
 PHONE (206) 395 4040
 FAX (206) 395-0057
 11 X 497-1178 / ADMAC1

QUOTATION

NO. PAGE 3 of 4

SOLD TO
 Industrial Water Blasting, Inc.
 P.O. Box 796
 Ellicott City, MD 21043

SHIP TO:
 Industrial Water Blasting, Inc.
 809-D Barkwood Court
 Linthicum Heights, MD 21090

Systems:
 Ten Percent (10%) at time of order.
 Balance prior to shipment.
Spare parts:
 Net 30 days
ESTIMATED SHIPPING DATE
 Standard spare parts and consumable items:
 Two (2) weeks after receipt of order
 Standard Systems and nonstandard spare parts:
 Four (4) to six (6) weeks after receipt of order.
Special Systems:
 Six (6) to eight (8) weeks after receipt of order.
ORDER ACCEPTED
 By: _____
 Name, Title and Date

CUSTOMER CONTACT Fritz Lages NO Ind WB TERRITORY CODE 05

Customer Purchase Order Number

QUOTATION DATE	ESTIMATED SHIPPING DATE	SHIP VIA	CUSTOMER REFERENCE NUMBER	TERMS OF DELIVERY	TERMS OF PAYMENT	DESCRIPTION	UNIT	U.S. DOLLARS	TOTAL
5/29/87	7/31/87	Truck	UPI	Kent, WA	See Below				
ITEM	QUANTITY	U/M	MODEL / PART NO.						
10	10	Each	200467			Filter Element, Water 10 Micron Gauge, Pressure 0-300 PSI			
	1	Each	200296						
10	10	Each	300250-16			Fluid Jet Nozzle, Type D	12.50	125.00	
11	10	Each	300250-25			Fluid Jet Nozzle, Type D	12.50	125.00	
12	10	Each	300250-35			Fluid Jet Nozzle, Type D	12.50	125.00	
13	1	Each	EPM-1004-02-13			Manual, JetPac Quad/Dies-13 Deut F.O.B. Point, Kent, WA, U.S.A.	.00	.00	

Delivery Terms:
 Approx. 2 weeks after receipt of order.

Payment Terms:
 • Down Payment of 10 percent of total purchase price is to be made to ADMAC no later than May 29, 1987. This down payment is non-refundable if order is not consummated by July 31, 1987.

Notice: Seller retains legal title to goods covered by this invoice until paid for in full by Buyer. However, Buyer assumes all risks of loss, damage and use of the equipment at time of delivery, subject to delivery terms stated.

CUSTOMER'S COPY

BOOK 517 PAGE 372

269001

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor and social security or IRS emp. ID number and Address

Horizon Elect.
R. C. Moyers
5934 Bell Grove Rd.
Baltimore, MD 21225

Secured Party and Address

Sencore Inc.
3200 Sencore Drive
Sioux Falls, SD 57107

Maturity Date (Optional)

This financing statement covers the following types (or items) of property

Sencore Equipment
1 SC61

Describe real estate (If collateral is crops) The above described crops are growing or are to be grown on, OR
(If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to

Not subject to recordation taxes.

RECORD FEE 12.00

#054030 C777 R01 T09:06

09/09/87

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

JA

Check (X) if covered Proceeds of collateral are also covered Products of collateral are also covered

Filed with

Number of additional sheets, if any

Horizon Elect.

By X R. C. Moyers
Signature of Debtor

Sencore Inc.

By [Signature]
Signature of Secured Party

Form SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

FILING OFFICER COPY - ALPHABETICAL

Approved by: Secretary of State, State of South Dakota.

BOOK 517 PAGE 373

200002

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

CAROL A. DURKIN

2 Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD ; #245
WOODBRIIDGE, VA 22191

4 For Filing Officer (Date, Time, No. Filing Office)

RECORD FEE 11.00

5 This Financing Statement covers the following type(s) for item(s) of property

1979 NORRIS
70 X 14 SERIAL # NT41-19143
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party(ies) and Address(es)

POSTAGE .50
#054080 C777 R01 T09:08
09/09/87
JA

Products or services covered are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s)

CAROL A. DURKIN

GREEN TREE ACCEPTANCE INC.

By

Carol A. Durkin
Signature(s) of Debtor(s)

By

[Signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL

(3-83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name, First, and Address(es))
 ROGER W. SNUFFER
 TAMMY L. SNUFFER
 7959 TELEGRAPH RD. #125
 SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; #245
 WOODBRIDGE, VA 22191

4. For Filing Office: Date, Time, No. Filing Office
 RECORD FEE 12.00
 POSTAGE .50

5. The Financing Statement covers the following types (or items) of property:
 1985 LIBERTY OAKBROOK
 60 X 14 SERIAL # 08L55072
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

Products of the Collateral are also covered

6. Assignee(s) of Secured Party:
 #054080 0777 R01 T09:09
 09/09/87
 JA

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction,					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
ROGER W. SNUFFER		TAMMY L. SNUFFER		GREEN TREE ACCEPTANCE INC.	

By *Roger Snuffer Tammy Snuffer* Signature(s) of Debtor(s)
 By *DC Swine* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/5/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William H. & Alice F. Hall

Address 900 220th St., Pasadena, Md. 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/25/97

4. This financing statement covers the following types (or items) of property: (list)

KAYAK AWARD WINNING SWIMMING POOL S/A 20 X 12 - C/D 30 X 16
K-A Blue 4'

Above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 900 220th St., Pasadena, Md. 21122

RECORD FEE 12.00
POSTAGE .50

#054150 0777 R01 T09:15

09/09/87

JA

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William H. Hall
(Signature of Debtor)

William H. Hall
Type or Print Above Signature on Above Line

Alice F. Hall
(Signature of Debtor)

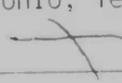
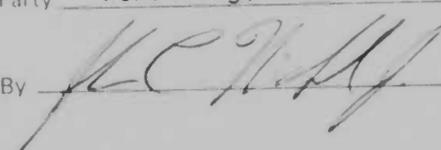
Alice Hall
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

10.50

 Maryland Financing Statement <small>All information must be typed in ink or printed in ink.</small>		File No.
(Not to Be) XXXX Recorded in the Land Records. <small>strike in applicable words</small>		
Debtors' Name(s) and Address(es) Southward Corporation dba Annapolis 4A Rentals 1919 Lincoln Drive Annapolis, Maryland 21401	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 4502 Centerview, 210 San Antonio, Texas 78228 	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) Job Handler Model LR523 Forklift, S/N 5G231, with 4 wheel drive, pallet carriage, 2 pair of block tines, security cover, pre-cleaner, and digging bucket Complete with all present and future attachments, accessories, replacement equipment and all proceeds thereof, including proceeds of insurance, all leases, rental agreements, accounts receivable, and all amounts due or to become due, however evidenced, for the leasing or rental of said collateral or any part thereof.		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		RECORD FEE 12.00 POSTAGE .50 #054180 C777 R01 T09:19 09/09/87 JA
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Southward Corporation dba Annapolis 4A Rentals</u>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>	
By <u>Kenneth R. Wayner</u> Title <u>Pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By 	
Type or print name(s) of person(s) signing S SA 989D	Type or print name of person signing	

2/24
2/91

Pu
Petal

1250

800: 517 FILE 377

200005

This FINANCING STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial Code. No. of Additional
Sheets Presented

1. Debtor(s) Last Name First and Address(es)
KEITH D. HALL
DIANE L. ~~HALL~~ HALL +
102 Lyons Creek MHP
Lothian, MD 20711

2. Secured Party(ies) Name(s) and Address(es)
JOY REAL ESTATE
6500 OLD BRANCH AVE.
TEMPLE HILLS, MD 20780

3. The Debtor is a transferee of property.
4. For Filing Officer Use: Date Time No. Filing Office

5. This Financing Statement covers the following types of items of property
1973
65 X 12 BUDDY Rooms
TO INCLUDE ALL FURNITURE, FIXTURES, APPLIANCES AND
APPURTENANCES, THERETO AND THEREIN, INCLUDING, BUT NOT
LIMITED TO THESE ITEMS SPECIFIED IN THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL
SECURITY AGREEMENT.
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
RECORD FEE 12.00
Crescent Financial, Inc. POSTAGE .50
1623 Forest Drive Suite 201
Annapolis, MD #054330 C777 R01 109:23
09/09/87

8. Describe Real Estate here: This statement is to be indexed in
the Real Estate Records.

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The timber to be cut or minerals or the like
(including oil and gas) is in.*
*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s).

By *Keith D. Hall* 214-90-6676 Crescent Financial, Inc.
DIANE L. ~~HALL~~ HALL +
Diane L. Hall 216-98-0824
Signature(s) of Secured Parties
(Required only if Item 10 is checked)

BOOK 511

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC 517 378 Identifying File No. 200505

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____
Address Nelson-Cameroon Construction Corporation

2. SECURED PARTY Brookfield Road Pasadena, Md 21122

Name _____ MAROX LEASING CO.
Address MARCY LEASING COMPANY 31 Pickburn Court
Cockeysville, Md 21030
P.O. BOX 888 Joppa, Maryland 21085 (301) 667-4372
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Gestnetner Copier, Model 2200, S/N 180 5 5231

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#054350 0777 R01 T09:30

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

09/09/87

JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

pu
Petrol

(Signature of Debtor)

Type or Print Above Name on Above Line
Nelson William

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E Neutze
(Signature of Secured Party)

LOUISE E NEUTZE
Type or Print Above Signature on Above Line

1190

BOOK 517 PAGE 379

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200505

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul Chapman, d/b/a Crofton Auto Motors
Address 1047 Rt 3 North B-5 Gambrills, Md 21054

2. SECURED PARTY

Name MAROX Leasing Company
Address P.O. Box 463 Joppa, Md. 21085

RECORD FEE 12.00
#054360 C777 R01 T09:31
09/09/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. SECURITY AGREEMENT (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 - Rotary Lifts, Model SP 94, S/N L48250
L-48250

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Paul Chapman
(Signature of Debtor)

Paul Chapman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Louise E. Neutze
(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

12.00

BOOK 517 PAGE 380

STATEMENT OF ASSIGNMENT

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to Original Financing Statement No. 266147 Dated February 11, 1987 and recorded Book 508 Page 387

Record in Land Records

DEBTOR Pamela J. and David Sagal, The Amigo Co., Inc. T/A P. J. Tickles
(Name or Names)

2840 Solomon Island Road, Edgewater, Maryland 21037
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE,
BALTIMORE, MARYLAND 21203

RECORD FEE 10.00

POSTAGE .50

#054370 C777 R01 T09:32

The Secured Party certifies that the Secured Party has assigned to the Assignee designated below, the Secured Party's rights under the above referred to Financing Statement.

09/09/87
JA

ASSIGNEE OF SECURED PARTY Eklof and Company, Inc.
(Name or Names)

612 Washington Boulevard, Balto., Md. 21230
(Street No., City, County, State)

THE CARROLLTON BANK OF BALTIMORE

BY: *J. O. Bromwell, Jr.*
J. O. Bromwell, Jr., Assistant Cashier

DATED: July 6, 1987

1050

20-006

BOOK 517 PAGE 381

STATEMENT OF ASSIGNMENT

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code, and refers to Original Financing Statement No. 260244 Dated February 3, 1986 and recorded Liber 494 Page 317

Record in Land Records

DEBTOR Donygal, Inc. T/A Puffins and John Kelly
(Name or Names)

1651 Md. Rte 3 North, Gambrills, Maryland 21054
(Debtor's Address—Street No., City, County, State)

RECORD FEE 10.00
POSTAGE .50
#000760 0237 R02 T09:06
08/10/87

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE,
BALTIMORE, MARYLAND 21203

RECORD FEE 10.00
POSTAGE .50
#054380 0777 R01 T09:32
09/09/87
JA

The Secured Party certifies that the Secured Party has assigned to the Assignee designated below, the Secured Party's rights under the above referred to Financing Statement.

ASSIGNEE OF SECURED PARTY Eklof and Company, Inc.
(Name or Names)

612 Washington Blvd., Balto., Md. 21230
(Street No., City, County, State)

THE CARROLLTON BANK OF BALTIMORE

BY: *J. O. Bromwell, Jr.*
J. O. Bromwell, Jr., Asst. Cashier

DATED: July 6, 1987

40-20

800 517 382

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Siebert, Craig L.
192 Duke of Gloucester St.
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

Garden City Plaza Assoc., Ltd.
c/o VMS Realty Investment, Ltd.
8700 W. Bryn Mawr
Chicago, IL 60631

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 10.00

4 This statement refers to original Financing Statement No. 255-365

Date filed: 11/24/85

19

Filed with

ANNE ARUNDEL CO, MD

Dated

POSTAGE

19

.50

#054420 C777 R01 T09:36

09/09/87

5 Continuation.

The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6 Termination.

Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7 Assignment.

The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8 Amendment.

Financing Statement bearing file number shown above is amended as set forth in Item 10.

9 Release.

Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

06F411-7751

Signature of Debtor if an Amendment

Dated: 19

Garden City Plaza Assoc., Ltd.
BY: VMS Realty Investment, Ltd.
Man. Gen. Partner

By: *Jaclyn Olson*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

UCC-3

MODERN LAW FORMS CHICAGO
(312) 640-1688

1050

BOOK 517 PAGE 383

000000

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
STL Realty Partnership c/o Craig L. Siebert 192 Duke of Gloucester Annapolis, MD 21401	USF&G Financial Risk Underwriting Services, Inc. 40 Exchange Place Suite 2001 New York, NY 10005	RECORD FEE 12.00 POSTAGE .50
4 This financing statement covers the following types (or items) of property		5 Assignee(s) of Secured Party and Address(es)
Debtor's limited partnership interest in Garden City Plaza Assoc., Ltd., a New York limited partnership including all of debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.		NO 54430 L777 R01 T09:37 09/09/87 JA
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: <u>DOF 41-7751</u> <u>Anne Arundel Co MD</u>
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By <u>Craig Siebert</u> Signature(s) of Debtor(s) authorized signatory for VMS Realty Investment, Ltd., attorney-in fact for <u>STL Realty Partnership</u>		By <u>[Signature]</u> Signature(s) of Secured Party(ies) USF&G/Financial Risk Underwriting Services, Inc.

(1) Filing Officer Copy-Alphabetical

STANDARD FORM FORM UCC-1.

(For Use in Most States)

BOOK 517 PAGE 384

209007

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) STL Realty Partnership c/o Craig L. Siebert 192 Duke of Gloucester Annapolis, MD 21401	2 Secured Party(ies) and address(es) Garden City Plaza Assoc., Ltd. c/o VMS Realty Investment, 8700 W. Bryn Mawr Chicago, IL 60631	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #054440 C777 R01 T09:37
4 This financing statement covers the following types (or items) of property Debtor's limited partnership interest in Garden City Plaza Assoc., Ltd., a New York limited partnership including all of debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.		5. Assignee(s) of Secured Party and Address(es) 09/09/87 JA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with: 06F411-7751
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected: Anne Arundel Co (MD)

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: _____

Craig L. Siebert, authorized signatory for Garden City Plaza Assoc., Ltd.
VMS Realty Investment, Ltd., attorney- BY: VMS Realty Investment, Ltd.
 in fact for STL Realty Partnership c/o Man. Gen. Partner
 By Craig L. Siebert By Shanta Anderson
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

517 MAR 385

200003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)
Jameson-Siebert Realty
192 Duke of Gloucester St.
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
USF&G
Financial Risk Underwriting
Services, Inc.
40 Exchange Place Suite 2001
New York, NY 10005

3. Maturity date (if any)
For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property
Debtor's limited partnership interest in Garden
City Plaza Assoc., Ltd., a New York limited partnership
including all of debtor's rights and interest in
said limited partnership and any successor limited
partnership and under the limited partnership
agreement relating thereto.

RECORD FEE 11.00
POSTAGE .50
#05450 0777 001 TOP:38
5. Assignee(s) of Secured Party and
Address(es) 09/09/87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: 00F411-7751
Anne Arundel Co (MD)

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Jameson-Siebert Realty, authorized signatory for JSF&G/Financial Risk Underwriting
VMS Realty Investment, Ltd. attorney-in — Services, Inc.
fact for *Jameson-Siebert Realty*
By _____ Signature(s) of Debtor(s)
By *Alan Pitt* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

200000

BOOK 517 PAGE 386

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Jameson-Siebert Realty
192 Duke of Gloucester St.
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
Garden City Plaza Assoc., Ltd.
c/o VMS Realty Investment,
8700 W. Bryn Mawr
Chicago, IL 60631

3 Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#054460 C777 R01 T09:38

4 This financing statement covers the following types (or items) of property

Debtor's limited partnership interest in Garden City Plaza Assoc., Ltd., a New York limited partnership including all of debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

5. Assignee(s) of Secured Party and Address(es)

09/09/87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

06F411-7751

Anne Arundel Co, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Jameson-Siebert Realty, authorized signatory for Garden City Plaza Assoc., Ltd.

VMS Realty Investment, Ltd., attorney- BY: VMS Realty Investment, Ltd.

in fact for Jameson-Siebert Realty Man. Gen. Partner

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

200070

BOOK 517 PAGE 387

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
Robert J. Moore
Roderic E. Ordway
1010 West Street
Annapolis, MD 21401

2 Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street, Suite 1200
N.W. Wash., D.C. 20005

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property
1 AT & T 3B2 Computer System & WYSE 85 Amber terminals

RECORD FEE 12.00
POSTAGE .50
#054470 C777 R01 T09:39

5 Assignee(s) of Secured Party and Address(es)
09/09/87
JA

"Not subject to Recordation Tax" #15622

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

ROBERT J. MOORE, RODERIC E. ORDWAY
By: [Signature] [Signature]
Signature(s) of Debtor(s)

LEASING SYSTEMS, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

BOOK 517 PAGE 388

200071

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

R.J. Moore & Associates, Inc.
1010 West Street
Annapolis, MD. 21401

LEASING SYSTEMS, INC.
1413 K Street - Suite 1200
N.W. Wash., D.C. 20005

RECORD FEE 11.00

POSTAGE .50

#054480 C777 R01 T09:40

4 This financing statement covers the following types (or items) of property:

1 AT&T 3B2 Computer System & WYSE 85 Amber Terminals

5 Assignee(s) of Secured Party and Address(es)

09/09/87

All of Debtor's machinery and equipment and all accessories and attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located which are subject to the lease agreement between debtor and lessee and secured party as lessor dated 11/1/86 included but not limited to the above mentioned equipment.

Sovran Bank/DC National
1801 K Street, N.W.
Washington, D.C. 20005

"NOT subject to Recordation Tax"

#15622

SA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

R.J. Moore & Associates, Inc.

LEASING SYSTEMS, INC.

By:

Rodney E. Ordway VP
Signature(s) of Debtor(s) Title

[Signature]
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Ann's Arranges Co.
Ann's Arranges Co.

BOOK 517 PAGE 389

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1025 Eye St., N.W., Washington, D.C. 20008

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

NOT subject TO Recordation Tax

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement
Date of Filing 11/30/84
Maturity date (if any)

Record Reference 254748
Book 450-226200

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Charles Brothers, Inc. T/A Popeye's
5632 Annapolis Road, Suite #14
Bladensburg, MD 20710

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

First American Bank, NA 740 15th Street NW Washington DC

RECORD FEE 12.00
POSTAGE .50
#054490 0777 R01 T09:40
09/09/87
JA

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

ASSIGNEE: Atlantic Leasing & Financial Inc.
One North Charles Street
Baltimore, MD

COLLATERAL: See Attached Schedule

Debtor(s) or assignor(s)

_____	First American Bank NA (Seal)
_____	(Corporate, Trade or Firm Name)
_____	<i>Thomas B. Higgins</i>
_____	Signature of Secured Party or Assignee
_____	(Owner, Partner or Officer and Title)
(Type or print name under signature)	(Signatures must be in ink)

1050

QUANTITY

SCHEDULE "A"

AMOUNT

1	Kolpak Walk-in Freezer / Cooler W/ Compressors #37210	\$10,283.00
2	Stylite Tiffany Style Lamps 23" Blue/Green	Delete
TOTAL		<u>\$75,000.00</u>

500 517 FILE 391

200072

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

5 Prepared By

1 Debtor(s) (Last Name First) and address(es)
MARYLAND RECYCLE CENTER, INC., aka
MARYLAND RECYCLE CO.
190 Penrod Ct., Bldg. "A"
Glen Burnie, MD 21061
Attn: Ron Vogt

2 Secured Party(ies) and address(es)
OWENS-ILLINOIS GLASS
CONTAINER INC.
c/o R'i Canup
One SeaGate - #25
Toledo, OH 43666

3 Maturity date (if any)
For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

One (1) Model II glass breaker, manufactured and sold by Bruce Mooney Assoc.,
equipped with 1/2 HP crusher motor and rotating crusher bars, 1/2 HP conveyor motor,
1/3 cu. yd. hopper, 48" discharge height, to be located at 190 Penrod Ct., Bldg. "A"
Glen Burnie, MD 21061.
Consideration: \$2650.00. Tax of \$9.90 pd. to Anne Arundel Co.

RECORD FEE 12.00
RECORD TAX 21.00

POSTAGE .50
#054160 CITY R01 '09:17

09/09/87
JA

Check X if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented

Filed with Anne Arundel Co., MD

MARYLAND RECYCLE CENTER, INC., aka MARYLAND RECYCLE CO. OWENS-ILLINOIS GLASS CONTAINER INC.

By [Signature] (President) 9/9/87
Signature(s) of Debtor(s)

By [Signature]
RM Canup
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Secretary of State
STANDARD FORM - UNIFORM COMMERCIAL CODE - TOLEDO LEGAL NEWS UCC-1

21 90

BOOK

517 PAGE 303

STATE OF MARYLAND

209537

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Warren Scott Cross d/b/a Warren's Machine Shop

Address 7621 Baltimore - Annapolis Blvd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue
St. Louis, Missouri 63143

RECORD FEE 12.00

POSTAGE .50

#054170 6777 R01 T09:18

Person And Address To Whom Statement Is To Be Returned If Different From Above.

09/09/87

JA

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SALE CONTRACT AND SECURITY AGREEMENT FOR ORIGINAL SIGNATURES OF DEBTOR AND SECURED PARTY.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12.50

SALE CONTRACT AND SECURITY AGREEMENT

BOOK 511 PAGE 394



7910 MANCHESTER ST. LOUIS, MO. 63143
("Seller")

Warren Scott Cross d/s/a

NUMBER A501824

NAME Warren Scott Cross
BILLING ADDRESS 2111 S. Brentwood NUMBER 1111 STREET St. Louis CITY St. Louis COUNTY St. Louis STATE MO ZIP 63111
("Buyer")

Agreement to Purchase: Buyer (if more than one, jointly and severally) having been quoted both a time and a cash price, hereby purchases and Seller hereby sells, on a time basis and subject to the terms and conditions set forth on both sides hereof, the Equipment described below and/or in the Schedule "A" attached hereto and incorporated herein (hereinafter referred to as the "Equipment").

(Describe Equipment fully, including model number, make, kind of unit, serial number)

CK4 JK Rod Heater Serial # 5490
CK5 JD Shoe
CK6 JE Stone Set
CK7 JF Stone Set

1. Cash Price	\$ <u>1071</u>
2. Down Payment Cash/Check	\$ <u>71</u>
3. Unpaid Cash Balance (1 minus 2)	\$ <u>1000</u>
4. FINANCE CHARGE	\$ <u>400</u>
5. FINANCE BALANCE (3 plus 4)	\$ <u>1400</u>
6. FINANCE SALE PRICE (2 plus 5)	\$ <u>1471</u>

All Equipment shall be kept at: (If different from billing address)

2111 S. Brentwood (Street) St. Louis (City) St. Louis (County) MO (State)

Promise to Pay: Buyer unconditionally promises to pay to the order of seller the time balance in 4 consecutive installments; the first installment due sixty (60) days from Invoice date and subsequent installments due on the same day of each month (unless otherwise specified) thereafter. Each installment shall be in the amount of \$ 172.33 except the final installment which shall be \$ 172.33, payments to be made at the place designated by Seller or its assigns (or, if no place be designated, at the address of seller set forth hereinabove); provided, however, that if a different installment schedule is attached hereto as Schedule "B", said Time Balance is to be paid in installments in accordance therewith.

Late Charge: If any installment is not paid in full and received by Seller within (10) ten days after the due date, Buyer agrees to pay to Seller a late charge of five cents (\$.05) per dollar on and in addition to the amount of such installment, as liquidated damages for Seller's administrative expenses in connection with such late payment, but not exceeding the lawful maximum, if any.

Grant of Security Interest: Buyer hereby grants to Seller a security interest in (a) the equipment, (b) all cash and noncash proceeds of the equipment and (c) all increases, substitutions, replacements, additions, and accessions thereto, to secure the payment and performance of the obligations of Buyer pursuant to this agreement.

Acts to be Performed by Buyer: Buyer agrees as follows: (a) Payment and Performance: Buyer shall pay and perform all of the obligations of this Agreement. (b) Further Assurances: Buyer shall defend the title to the Equipment against all persons and against all claims and demands whatsoever, and shall indemnify Seller for all costs, fees, and expenses incurred in connection with such claims and demands. On demand by Seller, Buyer shall (1) furnish further assurance of title, (2) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement, and (3) execute any instrument or statement required by law or otherwise in order to perfect or continue the security interest of the Seller in the Equipment and pay all costs of filing in connection therewith. (c) Possession and Removal: Buyer may remain in possession of the equipment until default under this Agreement. Buyer shall not permit the Equipment to be removed from Buyer's place of business at the address shown above without consent of the Seller. (See additional Terms and Conditions on back.)

NO VARIATION OR MODIFICATION OF THIS AGREEMENT AND NO WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY DULY AUTHORIZED OWNERS, PRINCIPALS OR OFFICERS OF SELLER AND BUYER. SELLER'S FIELD REPRESENTATIVES OR SALESPERSONS ARE NOT SO AUTHORIZED.

NOTICE TO THE BUYER: 1. Do not sign this contract before you have read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law, you have the right to pay off in advance the full amount due. There is NO PENALTY FOR PRE-PAYMENT.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO. Receipt of an executed copy of this SALE CONTRACT AND SECURITY AGREEMENT is hereby acknowledged.

(Signed) SUNNEN PRODUCTS COMPANY (L.S.)
(Signature of Seller if Individual; typed name of Seller if other than individual.)
By Phyllis Pipkin Manager (L.S.)
(Signature & Title if Seller is not individual.)

Phyllis Pipkin 7910 MANCHESTER AVE.
Seller's Address ST. LOUIS, MO., 63143

Date Executed by Seller August 25, 19 87

COPY FOR FILING

PLEASE USE INK
ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

Warren Scott Cross (L.S.)
(Signature of Buyer if Individual; typed name of Buyer if other than individual.)
By Warren Scott Cross, Owner (L.S.)
(Signature & title if Buyer is not individual.)
By _____ (L.S.)
(Signature & title if Buyer is not individual.)

(Signature of Co-buyer) _____

(Witness) _____

Date Executed by Buyer August 19, 19 87

ADDITIONAL TERMS AND CONDITIONS

(d) Sale and Exchange. Buyer shall not, without the written consent of the Seller, sell, exchange, contract to sell, lease, encumber or transfer the equipment, and whether or not such consent has been obtained, the proceeds of such sale, exchange, or transfer shall be (1) applied on the obligations secured by this Agreement and, (2) until so applied be held in trust subject to the security interest of this agreement. (e) Certain Acts required: (1) Proper Care and Inspection: Buyer shall maintain the Equipment in good and saleable condition, repair it if necessary, clean, shelter, and otherwise deal with the Equipment in all such ways as are considered good practice by owners of like property. Buyer shall use the Equipment lawfully and only as permitted by insurance policies. Seller may enter upon the premises where the Equipment is located and examine it. (2) Insurance: Buyer shall keep the Equipment insured for the benefit of Seller against loss by fire and other casualties or risks in such form and amount, with such companies, as may be acceptable to Seller but in no event less than the full insurable value thereof. Buyer shall give immediate written notice to the Seller and to insurers of loss or damage to the Equipment and shall promptly file proofs of loss with insurers. If requested by Seller, insurance policies covering the Equipment shall provide that proceeds thereof be payable to Seller as its interest may appear. Seller to be named as insured and mortgagee, and shall provide 10 days' minimum written notice of cancellation to Seller. Seller may apply any proceeds of insurance which may be received by it toward payment of the obligations secured by this Agreement. (3) Encumbrances and Taxes: Buyer shall keep the Equipment free from all security interests other than those created pursuant to this Agreement, liens, claims, charges, encumbrances, taxes and assessments and shall pay when due all taxes and assessments relating to the Equipment. (4) Information: Buyer shall furnish promptly to Seller any information Seller may reasonably require. Buyer represents and warrants that any information at any time supplied to Seller (including, but not limited to, the value and condition of the Equipment, and the accuracy of any financial statements) is (or will be) correct. (5) Notification of Change: Buyer shall notify Seller promptly of any change in the location of the Equipment or in Buyer's place or places of business or mailing address. (f) Failure to Perform Required Acts: (1) Performance by Secured Party: Upon failure by the Buyer to perform the acts described in paragraph (e), the Seller is authorized and has the option to perform any of said acts in any manner deemed proper by the Seller, without waiving any rights to enforce this agreement. (2) Advances Secured: The reasonable expenses (including, without limitation, attorney's fees and the cost of any insurance and payment of taxes or other charges) paid by the Seller in respect to the Equipment pursuant to the paragraph immediately preceding shall be deemed advanced to the Buyer by the Seller, shall bear interest at the lower of (i) 15% per year, or (ii) the highest contract rate provided by the laws of the state in which the Equipment is located, and shall be secured by this Agreement. For the foregoing purposes, Seller can act in its own name or that of Buyer.

BOOK 211 PAGE 3395

When Obligations Become Due: At the option of the Seller, the obligations secured by this Agreement shall become immediately due and payable in full upon the happening of one or more of the following events: (a) Default in Obligations: If the Buyer shall fail to pay any obligations undertaken pursuant to this Agreement when due and the Seller shall elect to accelerate the maturity of all such obligations (which, in the event of such failure, the Seller shall have the right to do). (b) Default in Security Agreement: If the Buyer shall fail to perform any covenant, condition or provision of this Agreement and such default shall have continued for a period of twenty (20) days after written notice thereof shall have been given by the Seller to the Buyer, or if any representation herein shall be false or if any warranty herein shall be breached. (c) Miscellaneous: Without in any way limiting the generality of the foregoing: (1) If the Buyer shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the Equipment. (2) If the Equipment or any portion thereof, or any interest of the Buyer therein, be levied upon by virtue of an execution issued upon any judgment or any other process.

Remedies Upon Default: (a) General: In the event of default under this Agreement, the Buyer and the Seller shall have the rights and remedies provided in the Uniform Commercial Code then in effect in the State where the Equipment is located and, in addition, those provided in this Agreement. (b) Assembly of Collateral: In the event of default the Buyer shall, upon request of the Seller, assemble the Equipment and make it available to the Seller at a place, reasonably convenient to both parties, designated by the Seller. (c) Care of the Collateral: Seller shall be deemed to have exercised reasonable care in the custody and preservation of the Equipment in its possession if it takes such action for that purpose as the Buyer requests in writing, but failure of the Seller to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Seller to preserve or protect any rights with respect to such Equipment against prior parties, or to do any act with respect to the preservation of such Equipment, not so requested by the Buyer, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Equipment. (d) Cash or Credit Sales: It is agreed that sales for cash or on credit to a wholesaler, retailer, or user of property the same as or similar to the Equipment at public or private sale are all commercially reasonable means of disposition of the Equipment by the Seller if the Seller exercises its remedies under this Agreement. (e) Notice of Disposition: Unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Seller shall give the Buyer notice of the time and place of any public sale of any of the Equipment or of the time after which any private sale or any other intended disposition thereof is to be made by sending notice, first-class postage prepaid and addressed to the Buyer at the latest address of the Buyer appearing on the records of the Seller at least five days before the time of the sale or other disposition, which provisions for notice the Buyer and Seller agree are reasonable. (f) Application of Proceeds: Any proceeds of sale of any of the Equipment may be applied by the Seller to the payment of expenses in connection with the Seller's repossession, holding, conditioning for sale and sale of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of the Seller in proceedings of any nature under the Bankruptcy Code and any balance of such proceeds may be applied by the Seller toward the payment of the obligations secured by this Agreement in such order of application as the Seller may from time to time elect. Seller, may at its discretion, apply any surplus to the payment of indebtedness of Buyer to third parties claiming a secondary security interest in the Equipment. The Seller may bid and become a purchaser at any sale held pursuant to this Agreement.

Covenant to Pay Deficiency: Upon default, if the proceeds of sale or other disposition of the Equipment fail to satisfy the obligations secured by this Agreement and the reasonable expenses of repossession, holding, conditioning for sale, sale and the like, of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of the Seller in any proceedings of any nature under the Bankruptcy Code, incurred by the Seller in connection with this Agreement or the obligations it secures, the Buyer shall be liable for any deficiency.

Miscellaneous: The Buyer and the Seller agree as follows: (a) Waiver of Certain Matters: The Buyer expressly waives all requirements of presentment, protest, notice of protest, notice of non payment or dishonor and all diligence with respect to this Agreement. No omission on the part of the Seller with respect to any such matters shall in any manner impair or discharge the Buyer from or upon any indebtedness or obligations secured hereby. (b) Non-waiver of Certain Matters: Any failure by the Seller to exercise any right set forth in this Agreement shall not constitute a waiver thereof. Nothing in this Agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it. (c) No Discharge: No party to this Agreement shall be discharged by any extension of time, the creation of additional obligations, whether or not secured hereby, or the extension or renewal of any obligation secured hereby, the taking of further security, releases of a part or all of the property securing any obligation created pursuant to this Agreement, extinguishment or release of the security interest created by this Agreement as to all or any part of the Equipment, or any other act except a release or discharge of the security interest upon the full payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest. (d) Succession: This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Buyer and the Seller. (e) Governing Law: The rights and duties of the parties under this Agreement (except as otherwise specified herein) shall be governed by the law of the State of Missouri, including its provisions governing conflicts of laws.

517 FILE 396

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack L. & Lois Childress

Address 705 Carefree Dr., Baltimore, MD 21225

2. SECURED PARTY

Name Custom Heating & A/C, Inc.

Address 1232 Old Dorsey Rd., Harmans, MD 21077

Lennox Convenient Purchase Plan, P.O. Box 10475, Des Moines, IA 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

HS18411, A/C, 012Q3105, Oil Furnace.

RECORD FEE 12.00

POSTAGE .50

#054210 C777 R01 T09:20

09/09/87

JA

To be filed in Real Estate Records

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE ATTACHMENTS

Record Owners: Jack L. & Lois Childress
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jack L Childress
(Signature of Debtor)

Jack L. Childress
Type or Print Above Name on Above Line

Lois Childress
(Signature of Debtor)

Lois Childress
Type or Print Above Signature on Above Line

Lois J. Jones Secretary-Treas.
(Signature of Secured Party)

Custom Heating & A/C, Inc.
Type or Print Above Signature on Above Line

12-15



THIS DEED, Made this 16 day of July, in the year one thousand nine hundred and sixty-four, by and between ROBERT L. HILKER, JR. and LORRAINE D. HILKER, his wife, parties of the first part, Grantors; and JACK LEE CHILDRESS and LOIS FAYE CHILDRESS, his wife, parties of the second part, Grantees.

WITNESSETH: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant, convey and assign unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at an iron pipe now set at the beginning of the fifth line of the parcel of land conveyed by Herbert Wetzel and Elsie May Wetzel, his wife, to Robert L. Hilker, Jr. and Lorraine D. Hilker, his wife, dated July 18, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1676, folio 37, and running thence along said fifth line South 87° 21' East 270 feet, thence at right angles to said fifth line and for a line of division approximately 101 feet to a point in the fourth line of the aforementioned parcel conveyed to Robert L. Hilker, Jr. and wife, and thence along said fourth line approximately 290 feet to the place of beginning, containing approximately .317 acres more or less.

BEING a part of the land conveyed by Herbert Wetzel and Elsie May Wetzel, his wife, to Robert L. Hilker, Jr. and Lorraine D. Hilker, his wife, by deed dated July 18, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1676, folio 37.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, and especially a right of way 15 feet wide running from the roadway now located and in use leading to Holy Cross Road and along and adjacent to the fifth or South 87° 21' East line of
 ~~conveyed~~ by the deed from Herbert Wetzel and



BOOK 517 PAGE 398

NOT USED

9/9/87

S/b Land

BOOK 517 PAGE 399

200073

To Be Recorded In The Land
And In The Chattel Records
Of Anne Arundel County And
Among The Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax On
Principal Amount Of \$75,000.00
Which Was Paid To The Clerk Of
The Circuit Court Of Anne
Arundel County Upon The Filing
Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- | | | | |
|-------------------|--|-------------------------|----------------|
| | | RECORD FEE | 21.00 |
| 1. DEBTOR: | THE DEMPSEY COMPANY, INC. | POSTAGE | .50 |
| | 1236 Algonquin Road
Crownsville, Maryland 21032 | | |
| | Attention: James F. Dempsey,
President | | |
| 2. SECURED PARTY: | BALTIMORE FEDERAL FINANCIAL,
F.S.A. | | |
| | 300 East Lombard Street
Baltimore, Maryland 21202 | 2055320 C777 R01 T11:38 | |
| | Attention: Commercial Lending
Division | | 09/09/87
JA |

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

JH

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

THE DEMPSEY COMPANY, INC.,
A Maryland Corporation

By:  (SEAL)
James F. Dempsey,
President

Date: September 5, 1987

BOOK 517 PAGE 402

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6736

EXHIBIT A

BOOK 517 PAGE 403

BEING KNOWN AND DESIGNATED as Lots 5 and 6, in the subdivision
entitled "CROFTON ORCHARD", as per plat thereof recorded among the Land
Records of Anne Arundel County, Maryland in Plat Book 107, folio 28.

517 404

203071

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$274,800.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: August 27th , 1987

FINANCING STATEMENT

- | | | | |
|--|---|-------------------------|----------|
| 1. Debtor: | Address: | RECORD FEE | 13.00 |
| DALES HOME BUILDERS, INC. | 190 Nathan Way | POSTAGE | .50 |
| | Millersville, Maryland 21108 | #05-570 C345 R01 TOP125 | |
| 2. Secured Party: | Address: | | 09/10/87 |
| FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION | 9151 Baltimore National Pike
Ellicott City, Maryland 21043 | | |

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

517

517 405

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

DALES HOME BUILDERS, INC.

By W. Warren D. Cook
(President)

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By Donald G. Gonyea
Executive Vice-President

DHFS70.198 J1

517 406

SCHEDULE "A"

All those lots of ground being known and designated as Lot No. 5 and Lot No. 18, as shown on a Plat of THE DALES, which Plats are recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 106, at folios 14 thru 16, inclusive.

08690-18063

FINANCING STATEMENT

TO: _____ State Department of Assessments and Taxation
 _____ Land Records, Circuit Court of Anne Arundel
 County, Maryland
 ✓ _____ Financing Records, Circuit Court of Anne
 Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX.

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAVE BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINABOVE DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS FINANCING STATEMENT, dated as of the 10th day of September 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

Halle Development, Inc.
 Suite 300
 2900 Linden Lane
 Silver Spring, Maryland 20910

2. Secured Party's name and address:

Washington Federal Savings Bank
 5101 Wisconsin Avenue, N.W.
 Washington, D.C. 20016

RECORD FEE 33.00
 POSTAGE .50

#036230 0055 R02 T15:49

3. This Financing Statement covers the following property to be utilized in or realized from the development, use and sale of the land described in that certain deed of trust of even date herewith from the Debtor to Robert K. Bowie and Robert W. Neff, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

09/10/87

- A. all the development plans and specifications, contracts for construction, architectural and engineering services, surveys, appliances, fixtures, building materials and equipment delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and
- B. all of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to its development, use and occupancy; and
- C. all awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust; and

3300

- D. all contracts of sale of the improvements comprising the property and the earnest money deposits and proceeds payable thereunder; and
 - E. the issues, proceeds and profits of the property described herein and in Exhibit "A".
4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$28,000,000, which obligation has a maturity date of eighteen (18) months from the date of the note evidencing such obligation, unless extended in accordance with the terms of the note.
 5. Proceeds of the collateral are also covered.
 6. The real property covered by the aforesaid deed of trust is owned by the Debtor, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

HALLE DEVELOPMENT, INC.

By: Warren E. Halle (SEAL)
Warren E. Halle, President

EXHIBIT "A"

Legal Description

TRACT 1

**LEGAL DESCRIPTION
BEING THE SAME PARCEL
AS SHOWN ON PLATS OF SEVEN OAKS
RECORDED IN PLAT BOOK 107, PAGES 17-22
ANNE ARUNDEL COUNTY, MARYLAND**

BEING FOR THE SAME at point number 17 as shown on a plat recorded in Plat book 107, Page Number 21, Plat Number 5546 and being on a northern right of way line of Blue Water Boulevard. From the point of beginning so set;

- 1) North 87 degrees 32 minutes 05 seconds East 220.12 feet; thence
- 2) North 03 degrees 43 minutes 15 seconds West 25.12 feet; thence
- 3) North 81 degrees 00 minutes 30 seconds East 777.54 feet to an iron pipe found; thence
- 4) North 09 degrees 00 minutes 58 seconds West 287.31 feet to a point; thence with the southern line of Yale Gordon parcel recorded in Liber 1787, Folio 518 the following 3 courses to wit
- 5) South 82 degrees 37 minutes 01 seconds East 1760.59 feet to an iron pipe found; thence
- 6) North 41 degrees 55 minutes 11 seconds West 2359.30 feet to a stone found; thence
- 7) South 33 degrees 12 minutes 13 seconds West 866.33 feet to a point; thence leaving the above mentioned Yale Gordon parcel
- 8) North 65 degrees 22 minutes 28 seconds West 402.84 feet to a point; thence
- 9) South 63 degrees 20 minutes 15 seconds West 228.67 feet to a point; thence
- 10) North 17 degrees 12 minutes 53 seconds West 354.43 feet to a point; thence
- 11) South 65 degrees 50 minutes 16 seconds West 104.41 feet to a point; thence
- 12) North 18 degrees 08 minutes 23 seconds West 244.74 feet to a point; thence
- 13) North 18 degrees 10 minutes 13 seconds West 110.03 feet to a point; thence
- 14) North 15 degrees 23 minutes 47 seconds West 290.13 feet to a point; thence
- 15) North 78 degrees 22 minutes 15 seconds East 208.15 feet to a point; thence
- 16) South 62 degrees 54 minutes 52 seconds East 132.72 feet to a point; thence

- 17) North 16 degrees 18 minutes 23 seconds West 343.29 feet to a point; thence
- 18) South 76 degrees 04 minutes 06 seconds West 168.82 feet to a point; thence
- 19) South 75 degrees 57 minutes 23 seconds West 314.93 feet to a point; thence running along the west side of a 10 foot easement for sewer and drains as recorded in Liber 2149, Folio 440
- 20) North 17 degrees 13 minutes 26 seconds West 603.42 feet to a point, said point lying on the Old Central Avenue southern right of way; thence binding on said right of way the following two courses and distances
- 21) North 77 degrees 17 minutes 40 seconds East 304.45 feet to a point; thence
- 22) North 18 degrees 16 minutes 19 seconds West 30.13 feet to a point; thence leaving said right of way and binding on the outline of this parcel
- 23) North 72 degrees 48 minutes 41 seconds East 107.05 feet to a concrete monument found; thence
- 24) North 49 degrees 26 minutes 28 seconds West 114.86 feet to a point; thence
- 25) North 01 degrees 49 minutes 25 seconds West 330.76 feet to an iron pipe found, said iron pipe lying on the south side of Jackson Grove Road; thence
- 26) North 57 degrees 34 minutes 32 seconds East 514.01 feet to an iron pipe found; thence leaving Jackson Grove Road
- 27) North 70 degrees 52 minutes 12 seconds East 701.93 feet to a concrete monument found; thence
- 28) South 55 degrees 38 minutes 41 seconds East 73.50 feet to a stone found; thence
- 29) North 76 degrees 24 minutes 58 seconds East 1567.20 feet to a stone found; thence
- 30) South 51 degrees 14 minutes 13 seconds East 365.13 feet to a point; thence running with the southern line of Spring Meadows plat 1 and the property of James C. Jacobs, Jr.
- 31) South 50 degrees 45 minutes 12 seconds East 793.69 feet to an iron pipe found; thence running with the southern line of Spring Meadows, plat 2, the following 2 courses and distances
- 32) South 85 degrees 44 minutes 59 seconds East 493.99 feet to an iron pipe found; thence
- 33) North 80 degrees 11 minutes 01 seconds East 1297.87 feet to an iron pipe found; thence leaving the Spring Meadows subdivision and running the following 8 courses and distances with the Severn Lea Subdivision to wit
- 34) South 25 degrees 16 minutes 30 seconds East 264.15 feet to a point; thence

- 35) South 58 degrees 31 minutes 19 seconds East 680.51 feet to a point; thence
- 36) South 26 degrees 37 minutes 29 seconds West 172.97 feet to an iron pipe found; thence
- 37) South 45 degrees 25 minutes 17 seconds East 99.00 feet to a point; thence
- 38) South 57 degrees 26 minutes 07 seconds East 140.08 feet to a point; thence
- 39) North 66 degrees 00 minutes 43 seconds East 102.05 feet; thence
- 40) South 75 degrees 35 minutes 58 seconds East 29.78 feet to a point on the western right of way line of the Amtrak Railroad right of way; thence binding on the said Amtrak right of way line
- 41) South 11 degrees 06 minutes 03 seconds West 212.48 feet to a point; thence
- 42) South 02 degrees 53 minutes 57 seconds East 175.68 feet to a point; thence
- 43) South 11 degrees 06 minutes 03 seconds West 1405.00 feet; thence
- 44) North 71 degrees 12 minutes 57 seconds West 50.96 feet; thence
- 45) South 11 degrees 06 minutes 03 seconds West 1951.85 feet; thence
- 46) South 01 degrees 15 minutes 03 seconds West 163.68 feet; thence
- 47) South 11 degrees 06 minutes 03 seconds West 418.94 feet; thence leaving said right of way and binding the following 6 courses and distances with the property of Mary Joseph as recorded in Liber 812, Folio 52
- 48) North 63 degrees 04 minutes 50 seconds West 1398.62 feet to a point; thence
- 49) South 44 degrees 23 minutes 49 seconds West 567.55 feet to a point; thence
- 50) North 52 degrees 12 minutes 03 seconds West 224.75 feet to a point; thence
- 51) North 57 degrees 41 minutes 34 seconds West 161.85 feet to a point; thence
- 52) South 50 degrees 13 minutes 24 seconds West 990.00 feet to a stone found; thence
- 53) South 57 degrees 36 minutes 19 seconds East 283.78 feet to a point; thence leaving said Mary Joseph parcel and binding on the outline of this parcel

- 54) South 34 degrees 12 minutes 08 seconds West 943.47 feet to an iron pipe found on the north right of way line of Berger Road (Fifth Street); thence binding on the northern right of way line of Berger Road the following 3 courses and distances to wit
- 55) North 61 degrees 33 minutes 55 seconds West 64.90 feet; thence
- 56) 366.94 feet along the arc of a curve to the left having a radius of 1163.00 feet a chord bearing and distance of North 40 degrees 52 minutes 59 seconds West 365.42 feet to a point; thence
- 57) 471.19 feet along the arc of a curve to the left having a radius of 1713.00 feet a chord bearing and distance of North 57 degrees 48 minutes 06 seconds West 469.71 feet to the northern right of way line of Berger Road (Fifth Street); thence leaving said right of way and binding on the outline of this parcel
- 58) North 24 degrees 25 minutes 52 seconds East 146.95 feet to a point; thence
- 59) North 65 degrees 15 minutes 13 seconds West 50.00 feet to a point; thence
- 60) North 23 degrees 30 minutes 34 seconds East 179.26 feet to an iron pipe found; thence
- 61) North 65 degrees 11 minutes 43 seconds West 1022.31 feet to a point; thence
- 62) North 24 degrees 25 minutes 52 seconds East 291.05 feet to an iron pipe found; thence
- 63) North 49 degrees 37 minutes 56 seconds West 625.74 feet to a point; thence
- 64) South 85 degrees 24 minutes 19 seconds West 102.37 feet to an iron pipe found on the northern right of way line of Route 175; thence running with said right of way
- 65) North 04 degrees 47 minutes 53 seconds West 16.55 feet to a point; thence
- 66) 156.02 feet along the arc of a curve to the left having a radius of 2894.79 feet and a chord bearing and distance of North 01 degrees 05 minutes 30 seconds East 156.00 feet to a point at the south property line of the property now or formerly owned by the C & P Telephone Company recorded in Liber 744, Folio 327, thence binding with the property the following three courses and distances
- 67) North 88 degrees 42 minutes 52 seconds East 150.00 feet to a point; thence
- 68) North 01 degrees 08 minutes 44 seconds West 69.99 feet to a point; thence
- 69) South 88 degrees 42 minutes 52 seconds West 150.00 feet to a point on the Eastern right of way line of Annapolis Road known as Maryland State Route 175; thence

- 70) binding on said right of way line 189.16 feet along the arc of curve to the left having a radius of 2894.79 feet a chord bearing and distance of North 03 degrees 42 minutes 36 seconds West 189.12 feet to the point of beginning. Containing in all approximately 593.93 acres.

Being the same parcel of ground located in the 4th district of Anne Arundel County, described by deed recorded in Liber 4054, Folio 857.

TRACT 2

LEGAL DESCRIPTION

BEGINNING for the same at a point at the northeastern most corner of a lot designated as number 1 on a plat of subdivision labeled "Dunkin Donuts" recorded among the Land Records of Anne Arundel County in Liber 3889, folio 179; said point also being in and on the 1st of N 85° 24' 20" E - 991.02 feet line of a mortgage from Odenton Enterprises, Inc. to Midtown Savings and Loan Association, Inc. dated February 23, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3056, folio 423 at a distance of 212.61 feet from the beginning of said 1st line; thence, running with and binding on part of said 1st and all of the 2nd, 3rd, 4th and 5th lines of said last mentioned mortgage. 1) N 85° 24' 20" E - 778.41 feet to a stone, found; thence 2) S 74° 35' 40" E - 5.13 feet to a pipe, E 778.41 feet to a stone, found; thence, 3) S 01° 00' 00" E - 287.60 feet to a point; thence, 4) S 89° 00' 00" W - 784.05 feet to a point; thence, 5) N 04° 15' 50" E - 112.35 feet to a point at the southernmost corner of the aforesaid Lot 1; thence running reversely with and binding on the S 04° 35' 40" E - 128.62 feet line of said lot 1, 6) N 04° 35' 40" W - 128.62 feet to the Place of Beginning. Containing 4.73 acres of land, more or less.

TRACT 3

LEGAL DESCRIPTION
25.0010 ACRES
A PORTION OF THE LANDS OF
MARY JOSEPH AND OTHERS
RECORDED IN
LIBER 3730 AT FOLIO 544

BEGINNING FOR THE SAME at a stone found at the westernmost corner of the land of Mary Joseph as recorded in Liber 3730 at Folio 544 among the land records of Anne Arundel County, Maryland. Said point also being at the end of the South 50 degrees 13 minutes 24 seconds West 990.00 feet course shown on a Plat labeled "Seven Oaks, Plat 6 of 7" as recorded in Plat Book 107 at Page 21 among the land records of Anne Arundel County, Maryland; thence, binding on the outline of Seven Oaks and the outline of Mary Joseph the following five courses

- 1) North 50 degrees 13 minutes 24 seconds East 990.00 feet;
- 2) South 57 degrees 41 minutes 34 seconds East 161.85 feet;
- 3) South 52 degrees 12 minutes 03 seconds East 224.75 feet;
- 4) North 44 degrees 23 minutes 49 seconds East 567.55 feet;
- 5) South 63 degrees 04 minutes 50 seconds East 462.33 feet; thence leaving the outline of Mary Joseph and running through said Mary Joseph parcel
- 6) South 44 degrees 23 minutes 49 seconds West 1554.05 feet to a point on the outline of said Mary Joseph parcel; thence binding on the outline of said Mary Joseph parcel
- 7) North 57 degrees 38 minutes 56 seconds West 943.79 feet to the point of beginning of the parcel herein described.

Containing approximately 25.0010 acres of land.

Being a portion of the lands conveyed to Mary Joseph and others by a deed recorded in Liber 3730 at Folio 544 among the land records of Anne Arundel County, Maryland.

RECORDED
FEB 21 1907
LIBER 517 PAGE 213

0024F
9/3/87
REZ:sas

NO RECORDATION TAXES DUE

BOOK 517 PAGE 415

FINANCING STATEMENT

Principal Amount
of Debt: \$350,400.00

1. Name of Debtor: Cross Creek Ent., Inc.

Address: 2708 MOUNTAIN ROAD
MARADELIA
MD 21122

RECORD FEE 17.00
#058550 0345 R01 T10100

09/14/87

JA

2. Name of Secured Party: York Federal Savings & Loan Association

Address: 101 S. George Street
P. O. Box M-68
York, Pennsylvania 17405-7068

3. This Financing Statement covers the following types (or items) of property which together shall be referred to herein as the "Collateral":

(a) The interest of the Debtor in all building materials, fixtures, equipment, plans, specifications, architects' renderings, engineering studies, and tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying all or any portion of the premises hereinafter described), now or hereafter located or contained in or upon or attached to, and/or used or usable in connection with present or future improvement use or operations of that "Property" (and any and all present and future improvement, use or operation thereof and thereon, together with all replacements thereof, substitutions therefor and additions thereto) described in a certain Deed of Trust dated September 2, 1987 from the Debtor to Harry Price and Robert A. Angelo, Trustees, all property being located in Harford County, Maryland, said property being more particularly described in Exhibit 1 attached hereto and made part hereof.

(b) Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereof, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(c) Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(d) All of the rents, royalties, issues, proceeds, licenses, franchises, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement

1750
80

pertaining thereto, and all right, title and interest of Debtor in and to, and remedies under, all leases or the Property, or any part thereof, both now in existence and hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in Debtor the right to collect and receive the same until there is a default under this Deed of Trust.

(e) Any and all agreements to sell the Property and/or any portions thereof to any and all respective contract purchasers with all of the revenues, profits, income and other benefits of the Property and arising from such agreements both now in existence and hereafter entered into and all right, title and interest of the Debtor thereto and remedies of the Debtor thereunder including, without limitation, all cash or securities deposited thereunder to secure performance by such contract purchasers, by whomsoever the same is held; reserving in Grantor the right to enjoy the same and to collect and receive the same, subject to its payment obligations in the Note, until there is an Event of Default hereunder.

(f) Any and all rights and interests in and to that Agreement styled Lot Purchase Agreement dated March 23, 1987 between Debtor and Winton B. Osborne for the purchase of that real property described therein together with all Debtor's benefits, interests and rights arising therefrom and related in any way thereto, the performance thereof and the products arising from such performance, and any and all closes in action arising thereunder.

(g) Any and all tangible and intangible personal property of whatever nature described above whether or not specifically identified.

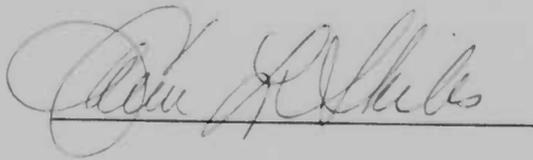
(h) Proceeds, replacements, modifications, successions, additions and substitutions of all collateral described herein are covered.

4. All of the above collateral is located in Harford County, Maryland.

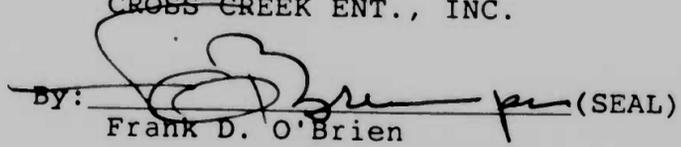
5. The transaction publicized herein is made by the above named Debtor to secure its debt to the Secured Party in the above stated amount.

6. Upon recordation of the above mentioned Deed of Trust, Recordation Taxes have been paid on the principal amount of the above stated debt or so much thereof as has been actually incurred.

WITNESS:



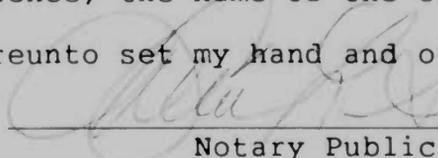
Debtor:
CROSS CREEK ENT., INC.

 (SEAL)
Frank D. O'Brien

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared FRANK D. O'BRIEN, who acknowledged himself to be the President of Cross Creek Ent., Inc., and that he as such President, being authorized so to do, executed the foregoing Financing Statement for the purposes therein contained, by signing in my presence, the name of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public 

My Commission Expires: 7/1/90

To the Clerk: Please return to:

Rachel E. Zelkind, Esq.
Burke, Gerber, Wilen & Francomano
9 West Mulberry Street
Baltimore, Maryland 21201-4450

To Be Recorded Among the Financing Statement and Land Records of Harford County, Maryland and with the State Department of Assessments and Taxation, and among the Financing Statement Records of York County, Pennsylvania and of the Commonwealth of Pennsylvania.

EXHIBIT A

BOOK 517 PAGE 418

BEING KNOWN AND DESIGNATED as Lots Nos. 75 and 76, as shown on a Plat entitled, "Final Plat, Plat 3, Section VI, Phase I, Forest Lake", and recorded among the Plat Records of Harford County, Maryland in Plat Book CGH. No. 58, folio 104.

BEING KNOWN AND DESIGNATED as Lot No. 118 as shown on a Plat entitled, "Final Plat, Plat 1B, Section VI, Phase I, Forest Lake", and recorded among the Plat Records of Harford County, Maryland in Plat Book CGH. No. 58, folio 102.

THE SENTINEL TITLE CORPORATION, BEL AIR
Maryland National Bank Building
307 South Tollgate Road
Bel Air, Maryland 21014

BOOK 517 419

2030 19

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$2,500.00
 NOT SUBJECT TO Recording Tax paid onlay on items subject to said Recording Tax. Total Debt: \$5,000.00

FINANCING STATEMENT

1. Debtor(s):

MARCY FURMAN, LTD., t/a Bingo Palace Snack Bar

Name or Names—Print or Type
147 Route 3 North, Gambrills, Md. 21054

Address—Street No., City - County State Zip Code

MARCIE ANN FURMAN

Name or Names—Print or Type
147 Rt. 3 North, Gambrills, Md. 21054

Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.

Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Md. 21061

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
 RECORD TAX 17.50
 POSTAGE .50
 #058860 0345 R01 T10:54
 09/14/87
 SA

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S): MARCY FURMAN, LTD.
 By Marcie Ann Furman, President
 (Signature of Debtor)
 Type or Print

SECURED PARTY: BALTIMORE CIGARETTE SERVICE, INC.
 By Robert E. Carlucci, President
 (Company, if applicable)
 (Signature of Secured Party)
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Zell Margolis, Esq. 200 E. Lexington Street
 Lucas Bros. Form F-1 1313 Court Square Bldg. Baltimore, Md. 21202

3-1750 90

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 147 Rt. 3 North, Gambrills, Md. 21054, (t/a Bingo Palace Snack Bar) and all licenses thereon. All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

BOOK 517 PAGE 421

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266575

RECORDED IN LIBER 509 FOLIO 480 ON Mar. 11, 1987 (DATE)

1. DEBTOR

Name James R. Batchelor T/A Batchelor Excavating
Address 111 Maryland Avenue, Edgewater, MD 21037

2. SECURED PARTY

Name ALBAN TRACTOR CO., INC.
Address P. O. Box 9595, BALTIMORE, MARYLAND 21237
G.E.C.C., 10480 Little Patuxent Parkway, Suite 380, Columbia, MD 21044
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#058940 C345 R01 T11:08
09/14/87

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Assignee: General Electric Credit Corporation 10480 Little Patuxent Parkway Suite 380 Columbia, MD 21044</p>	

ALBAN TRACTOR CO., INC.

Dated 4-30-87

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

200010

BOOK 517 PAGE 422

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Chesapeake Sprinkler Company 7721 Grayburn Drive Glen Burnie, MD 21061	(2) Secured Party(ies) (Name(s) And Address(es)) Dominion Bank of Maryland Route #3, P.O. Box 300 Millersville, MD 21108	RECORD FEE 11.00 #058690 0345 R01 T10:25 09/14/87 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	
For Filing Officer		

(5) This Financing Statement Covers the Following types [or items] of property. ****NO RECORDATION TAX****
(Conditional Sale)

(1) Model #K-800 MU-3P Pace Pipe Cutter

Products of the Collateral Are Also Covered. On Farm Collateral Filing, Name County Debtor Resides in _____ (Cannot be Filed unless County is named.)

(6) Signatures: Debtor(s) Chesapeake Sprinkler Company (By) <i>[Signature]</i> Chesapeake Sprinkler Co. TITLE	Secured Party(ies) [or Assignees] Dominion Bank of Maryland (By) <i>[Signature]</i> Norma J. Talentino, Office Manager
(1) Filing Officer Copy - Numerical: 11	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
	UCC-1

200013

BOOK 517 FILE 423

File No. _____
Record Reference:
Liber _____ Folio _____

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
X Subject to Recordation Tax on prin-
cipal amount of \$7,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Columbia Grounds Management, Inc.	P.O. Box 446 8009 E. Old Jessup Road Jessup, Maryland 20794

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

1980 International Backhoe/Loader, Model 260A, Ser.#710103BZ01711

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE	11.00
RECORD TAX	49.00
POSTAGE	.50

5. Proceeds)
..... Products)) of the collateral are also specifically covered.

#059020 C345 R01 T11:15

Debtor

Secured Party (Assignee)

09/14/87

.....
Columbia Grounds Management, Inc.

THE CITIZENS NATIONAL BANK

By: Brian DeVan
Brian DeVan, President

By: J. Edward Harrison
J. Edward Harrison, Vice President

By:

Type or print all names and titles under signatures.

49.50

101300
101591 initials

BOOK 517 PAGE 424

NOT USED

9/14/87

BOOK 517 PAGE 425

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Robert E. Bradley T/A Bob's Backhoe Service 160 Dundee Road Severna Park, MD 21146 M-30579	2. Secured Party(ies) and address(es) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #058930 0345 R01 T11:07 09/14/87 JA
4. This statement refers to original Financing Statement bearing File No. 265436, Book 506, Liber 487 Filed with Anne Arundel Co Date Filed 1/3 1987		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

RE: ASSIGNEE:
General Electric Credit Corp.
10480 Little Patuxent Parkway
Suite 380
Columbia, MD 21044

No. of additional Sheets presented:

By: _____ Alban Tractor Co., Inc.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: Mark M. Wells
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10 - 50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Edward A. West T/A E. A. West & Son Excavators P.O. Box 493 Millersville, MD 21108 M-30983	2. Secured Party(ies) and address(es) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #058960 C345 R01 T11:09
--	--	---

4. This statement refers to original Financing Statement bearing File No. ~~#36274~~ 266113-509-253
 Filed with Anne Arundel County Date Filed 3/9 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. ASSIGNEE:

 General Electric Credit Corp.
 10480 Little Patuxent Pkwy.
 Suite 380
 Columbia Md. 21044

No. of additional Sheets presented:

By: _____ Alban Tractor Co., Inc.
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: *Thomas M. Wells*
 Signature(s) of Secured Party(ies)

1050

209016

BOOK 517 PAGE 427

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)
Rainbow Custom Tailoring and
Hong Sik Kang & Tal Son Kang
c/o Marley Tailoring
7900 Ritchie Highway
Glen Burnie, MD 21061

(2) Secured Party(ies) (Name(s) And Address(es))
Dominion Bank of Maryland
Route #3, P.O. Box 300
Millersville, MD 21108

RECORD FEE 13.00
#058970 C345 R01 T11:11
09/14/87

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

Monogram Machine and associated equipment as per attached

On Farm Collateral Filing, Name County Debtor Resides in _____

Products of the Collateral Are Also Covered. (Cannot be Filed unless County is named.)

(6) Signatures: Debtor(s) Rainbow Custom Tailoring and
Hong Sik Kang & Tal Son Kang

Secured Party(ies) [or Assignees]

By [Signature] TITLE
By [Signature] Rainbow Custom Tailoring
By [Signature] Hong Sik Kang
By [Signature] Tal Son Kang
Standard Form Approved by N.C. Sec. of State

Dominion Bank of Maryland
(By) [Signature]
Nema J. Talentino, Office Manager

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

13.00

UCC-1

BOOK 517 PAGE 428

INVOICE NO.

J. DASHEW Incorporated

2709 FREDERICK AVE • AREA CODE 301 • 233-1660 • BALTIMORE, MARYLAND 21223

0440

Garment Trade Equipment

SOLD TO
 Dominion Bank of Maryland
 Box 300
 Millersville, Maryland

FARTMAN CUTTING MACHINES
 C.P.A. SPREADING MACHINES
 JUKI MACHINES
 MERRAW OVEREDGE MACHINES
 MITSUBISHI MACHINES
 YAMATO MACHINES
 KANSAI MACHINES
 REECE MACHINES
 BARUDAN MONOGRAM MACHINES

ASTEX SIMPLEX FUSING MACHINES
 NEW YORK PRESSING MACHINES
 LAMSON VACUUM SYSTEMS
 BRISAY PRESSING MACHINES
 LATNER BOILERS
 CISELL PRODUCTS
 REIMER S IRONS & BOILERS
 SUSSMAN PRODUCTS
 PARTS & SUPPLIES

YOUR ORDER NO

DATE June 24, 1987

TERMS NET 30 DAYS

B/O	SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT	CAT
	2	JUKI DDL MACHINES WITH TABLE, STANDS + MOTORS	725.00 EA.	1450.00	
	1	U.S. 1118 MACHINE WITH TABLE STAND + MOTOR		1350.00	
	1	JUKI 103 N MACHINE		385.00	
	2	NAOMOTO IRONS + ATTACHMENTS		528.47	
	1	WORK SHOP TABLE 36 x 72		170.00	
	1	WORK SHOP TABLE 44 x 72		175.00	
	1	PROSPERITY JR MONOGRAM MACHINE WITH ALL ATTACHMENTS		20,432.64	
		PAYMENT 3750.00			
SHIP TO	MARLEY TAILORING		STATE TAX		
	7900 RITCHIE HIGHWAY		FREIGHT		
	GLEN BURNIE, MD. 21061		TOTAL DUE		24,491.11

1% PER MONTH CHARGED ON 30 DAY PAST DUE INVOICES ALL CLAIMS MUST BE MADE WITHIN 30 DAYS OF RECEIPT OF GOODS

ORIGINAL - CUSTOMER

2

197956AS das

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~XXX~~ No. 0513 Page No. 248
Identification No. Dated June 10, 1987

1. Debtor(s) W.F. UTZ CONSTRUCTION COMPANY, INC.
Name or Names - Print or Type
1511 Ritchie Highway, Suite 105, Arnold, Maryland 21012
Address-Street No., City-County State Zip Code

2. Secured Party HOME FEDERAL SAVINGS BANK
Name or Names - Print or Type
P.O. Box 1179, Hagerstown, Maryland 21741
Address-Street No. City-County State Zip Code

3. Maturity Date (if any)
4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.</p>	<p>B. Partial Release.....<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property.</p>	<p>D. Other:.....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.) PARTIAL TERMINATION OF THE PROPERTY DESCRIBED BELOW</p>

BEING KNOWN AND DESIGNATED as Lot 5 as shown on the Plat entitled WHITES COVE Plat 3, which Plat is recorded among the Land Records of ANne Arundel County in Plat Book 104 folio 18.00 BEING in the 3rd District of Anne Arundel County.

RECORDED
POSTAGE .50
#031110 0055 R02 T15:37
09/03/87
★

Dated: August 25, 1987

HOME FEDERAL SAVINGS BANK
Name of Secured Party
Thomas B. Frame
Signature of Secured Party
Thomas B. Frame
Vice-President
Type or Print (Include Title if Company)

10/10

BOOK 517 PAGE 430

TERMINATION STATEMENT

File Number of original financing: 254135 Book 478 Page 357

Place Filed: Circuit Court For Anne Arundel County

Date Filed: October 8, 1984

This Statement of Termination of Financing is presented to the Filing Officer for filing pursuant to the provisions of the Maryland Uniform Commercial Code - Secured Transactions (Title 9 of the Commercial Law Article of the Annotated Code of Maryland):

1. Name of debtors: Shaw Food Market, (nc.; Chul-soon Chung; Hea Young Chung
2. Address of debtors: 43 Lafayette Avenue, Annapolis, Maryland 21401
3. Name of secured parties: Hung No Yi and Seon-hun Yi
4. Address of secured parties: 5650 Stevens Forest Road, Apt. 188, Columbia, Maryland 21045

RECORD FEE 10.00
 POSTAGE .50
 #037900 C345 R02 T15:30
 09/14/87
 GA

The secured parties certify that they no longer claim a security interest under the financing statement bearing the number(s) shown above.

Dated this 27th day of August, 1987.

Hung No Yi
 Secured Party of Record

Seon-hun Yi
 Secured Party of Record

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I, the undersigned, a Notary Public, in and for the State of Maryland, County of Anne Arundel, hereby certify that the foregoing instrument was produced before me in the State of Maryland, County of Anne Arundel, by the secured parties named therein, and was acknowledged by them to be their free and voluntary act.

AS WITNESS my hand and Notarial Seal this 27th day of August, 1987.

Dennis B. Robin
 Notary Public

My Commission Expires:

0003N

Mail to
 DENNIS B. ROBIN
 ATTORNEY AT LAW
 150 SOUTH STREET
 ANNAPOLIS, MD 21401
 (301) 263-5510
 1608 FARNBORN STREET
 CROFTON, MD 21114
 (301) 721-7966



BOOK 517 PAGE 431

BOOK

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO OF ORIG FINANCING STATEMENT 86-0311997 263848-7503/51	1A. DATE OF FILING OF ORIG FINANCING STATEMENT 3/10/86 6/27/86	1B. DATE OF ORIG FINANCING STATEMENT 1/14/86	1C. PLACE OF FILING ORIG FINANCING STATEMENT Virginia UCC Div. <i>see Anne Arundel Co</i>
2. DEBTOR (LAST NAME FIRST) FREDERICK WEISMAN COMPANY			2A. SOCIAL SECURITY NO., FEDERAL TAX NO. 95-3339361
2B. MAILING ADDRESS 6710 Bay Meadow Drive		2C. CITY, STATE Glen Burnie, Maryland	2D. ZIP CODE 21061
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)			3A. SOCIAL SECURITY OR FEDERAL TAX NO.
3B. MAILING ADDRESS		3C. CITY, STATE	3D. ZIP CODE
4. SECURED PARTY NAME TOKAI BANK OF CALIFORNIA MAILING ADDRESS 534 West Sixth Street CITY Los Angeles STATE California ZIP CODE 90014			4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE			5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
6. A <input type="checkbox"/> CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here <input type="checkbox"/> and insert description of real property on which growing or to be grown in Item 7 below.			
B <input type="checkbox"/> RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 7 below.			
C <input type="checkbox"/> ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 7 below.			
D <input checked="" type="checkbox"/> TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.			
E <input type="checkbox"/> AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)			
F <input type="checkbox"/> OTHER			

7.

8. (Date) September 8 1987	C O D E	9. This Space for Use of Filing Officer (Date, Time, Filing Office) RECORD FEE 10.00 POSTAGE .50 #038050 C237 R02 T08:59 09/15/87 JA
By: TOKAI BANK OF CALIFORNIA (TITLE)		
By: <i>M. G. Gowan</i> (TITLE) Assistant Vice President		
10. Return Copy to NAME FRANDZEL & SHARE, A Law Corporation ADDRESS 8383 Wilshire Boulevard, Suite 400 CITY AND STATE Beverly Hills, California 90211 Attn: Lisa A. Ogawa, Esq.		
(1) FILING OFFICER COPY STANDARD FORM — FILING FEE \$3.00 UNIFORM COMMERCIAL CODE — FORM UCC-2 Approved by the Secretary of State		

269732

BOOK 517 PAGE 432

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented 1

3 The Debtor is a transmitting utility
4 For Filing Officer Date, Time, No. Filing Office

1 Debtor(s) (Last Name First and Address(es))
Michel Real Estate Partnership
One R. E. Michel Drive
Glen Burnie, MD 21061-6495

2 Secured Party(ies) Name(s) and Address(es)
Fayette Bank & Trust Co.
50 West Main Street
Uniontown, PA 15401

RECORD FEE 11.00
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property
See page 1 attached hereto and made a part hereof.

6 Assignee(s) of Secured Party and Address(es)
#059010 6345 R01 T11#23
09/14/87
JA

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Michel Real Estate Partnership
By Robert E. Michel, Jr. Signature(s) of Debtor(s)
By Suzanne Michel Twells Signature(s) of Secured Party(ies)
By John W. H. Michel Signature(s) of Secured Party(ies)
By James A. Fayette Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

3/83

18.50

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

1) Page 1 of 1

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

<p>2) Debtor(s) (Last name, first and address) Michel Real Estate Partnership One R. E. Michel Drive Glen Burnie, MD 21061-6495</p>	<p>3) Secured Party(ies), names and address(es) Fayette Bank & Trust Co. 50 W. Main St. Uniontown, PA 15401</p>	<p>4) For Filing Officer:</p>
---	---	-------------------------------

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

All monies due and to become due under a lease by and between Michel Real Estate Partnership, Glen Burnie, MD, and S. E. Williams Supply Company, Uniontown, PA, dated November 11, 1986 including all modifications thereto.

All monies due and to become due under a lease by and between Michel Real Estate Partnership, Glen Burnie, MD, and R. D. Michel Company, Inc., Glen Burnie, MD, dated July 25, 1987 including all modifications and amendments thereto.

269733

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/3/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roland L. Selby & Victoria A. Selby

Address 1362 Jamestown Dr Severn, Md 21144

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/18/97

RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

20' x 12' KAYAK Award winning pool with
8' x 16' partydeck. O.D. 30' x 16'

#060200 0345 R01 T15:41

09/14/87

JA

Above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 1362 Jamestown Rd., Severn, Md. 21144

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]
(Signature of Debtor)

Roland L. Selby
Type or Print Above Signature on Above Line

X [Signature]
(Signature of Debtor)

Victoria A. Selby
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.
[Signature]
(Signature of Secured Party)

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 517 PAGE 435

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~23138X~~ 268488
Book Page
RECORDED IN ~~LIBER~~ 514 ~~FOLIO~~ 290 ON July 8, 1987 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 449 N. Potomac Street, Hagerstown, MD 21740

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

RECORD FEE 10.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#060530-6345 R01 T10:12
09/15/87

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Dated July 14, 1987

J. See, V.P.
(Signature of Secured Party)
KIDDE CREDIT CORPORATION
Type or Print Above Name on Above Line

BOOK 517 PAGE 438

200577

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Barton Construction, Inc.
360 Landstreet Road
Orlando, FL 32859

EQUIPMENT LOCATION:
Anne Arundel County, MD

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corp
8002 Discovery Drive, #420
Richmond, VA 23288

RECORD FEE 11.00

POSTAGE .50

#060550 C345 R01 T10#13

09/15/87

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

A

Description of collateral covered by original financing statement EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

One Komatsu Model WA250 Wheel Loader
SN/10127 with Pemberton Manual Quick
Hitch Coupler, 48" forks, 2 3/4 yd
GP bucket 72" dig

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT
EQUIPMENT AND ADDITIONS, AND ALL CHATEL PAPER, ACCOUNTS, CONTRACT RIGHTS
AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COL-
LATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING
THEREFROM, AND ALL CASH AND NON-CASH PROCEEDS THEREOF

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Barton Construction, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

9-2-87

by Deborah L. [Signature]
President

Signature of Secured Party if applicable (Date)

[Signature] P. Wreath

SECY TRIPS
9/4/87

11/50

Anne Arundel
County

BOOK 517 PAGE 437

200073

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>NOVA Enterprises 212 Najoles Road Millersville, MD 21108</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.
1) One (1) 1977 super erection system skytrak forklift Model 4030-2 with Ford diesel engine and one (1) pair of 48" forks S/N 7F0048.
2) A one cubic yard rubbish bucket.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 22,000.00

DEBTOR:	NOVA Enterprises, Inc.	SECURED PARTY:	SIGNET BANK/MARYLAND	RECORD FEE	11.00
	Thomas P. Prickett <small>(Type Name)</small>			RECORD TAX	154.00
By:		By:	Steven M. Wienecke <small>(Type Name)</small>	POSTAGE	.50
By:	<u>RESIDENT</u>		August 26 <small>(Date Signed by Debtor)</small>		19 87

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

#060820 C345 R01 T10:47

11/15/87

09/15/87
JA

BOOK 517 PAGE 438

200070

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated March 17, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR & LESSEE

Name KIDDE CREDIT CORPORATION
Address 30 Washington Center, Hagerstown, Maryland 21740

2. SECURED PARTY & LESSOR

Name UNION-TIDEWATER FINANCIAL COMPANY, INC.
Address 7 St. Paul Street-5th Flr., Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ATTACHED HERETO.

RECORD FEE 17.00
POSTAGE .50
#060830 0345 R01 T10#48
09/15/87
JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

KIDDE CREDIT CORPORATION
[Signature]
(Signature of Debtor)
R. E. Doman
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)
Type or Print Above Signature on Above Line

UNION-TIDEWATER FINANCIAL COMPANY, INC.
[Signature]
(Signature of Secured Party)
THOMAS B. HOWARD Jr.
Type or Print Above Signature on Above Line

ITSD

SCHEDULE A
to
UCC-1 Financing Statement
between
KIDDE CREDIT CORPORATION, as Lessee
and
UNION-TIDEWATER FINANCING COMPANY, INC., as Lessor

All of the right, title and interest of Kidde Credit Corporation under the following equipment leases (chattel paper): Lease Agreement (Sublease) between Lessee and J. W. Lighting, Inc., dated December 27, 1985 (Schedule 1); Lease Agreement (Sublease) between Lessee and The Jade Corporation, dated December 27, 1985 (Schedule 1); Lease Agreement (Sublease) between Lessee and Kidde Consultants, Inc., dated December 18, 1985 (Schedules 1 and 2); Lease Agreement (Sublease) between Lessee and Progress Lighting, dated December 18, 1985 (Schedules 1 and 2).

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of March 17, 1986, as more specifically described on Exhibit A hereto.

Some or all of said Equipment has been or may hereafter be sold by Lessee to, and simultaneously leased back by Lessee from, Lessor.



Lessee's Initials



Lessor's Initials

EXHIBIT A
to
FINANCING STATEMENT

Lessor: Union Tidewater Financial Company, Inc.
 Lessee: Kidde Credit Corporation
 (Sublessee: Kidde Consultants, Inc.)

VAX 785 CPU Based Intergraph CAD System including:

<u>Quantity</u>	<u>Equipment Description</u>
1	DPS073 (CPU, Tape, 160Mb Disk, VMS, IGDS, DMRS)
1	LPR015 (Hard Copy Terminal LA120)
5	DSP055 (Interact Color Terminals)
2	TIS031 (Interact Floating Menu)
1	DSK056 (300Mb Disk Drive)
1	PLT046 (SLPL631) (V-80 Hard Copy Unit)
3	PLT047 (Additional Port to Raster for V-80)
1	Benson 400dpi Electro Static Plotter
1	PLT133 (SLPL663) (HP7586 Plotter)
1	INF159 (Unibus Interface)
1	Vax Fortran 77
1	Line Printer - Parallel
	Operational Software
1	PL632 Calcomp 965A Driver
1	INF181 (Remote Site Communications)
1	INF101 (Host Site Communications)
1	100 Ft. of RG11-U Coaxial Cable

Codex Corporation

1	23808 Codex Upgrade DNCS Equipment to Triple Floppy
1	32681 2680 Codex 19.2 BPS Modem 2 Channel Mux

286
BHA

EXHIBIT A
to
FINANCING STATEMENT

Lessor: Union Tidewater Financial Company, Inc.
 Lessee: Kidde Credit Corporation
 (Sublessee: Kidde Consultants, Inc.)

Forney, Inc.

Quantity

Equipment Description

1	LT-0806-07 LT-800 Series 600000 2-B/P.1. Serial:85029
1	TA-0162-01 Carrier Bracket, LT-0806-DB Serial:85029
1	TA-0163 Universal Flexural, LT's, QC
1	TX-1262 Kit Thermal Printer QC-0410-D
1	TA-0176 Holding Stem

Codex Corporation

4	9600FP Modems
4	4/8 Port Multiplexer
2	4 Port Mux Cards
4	Crossover Cables
1	Modem Rackmount
1	Multiplexer

Executone/Atlantic, Inc.

1	Encore 1232 Plus Key Service Unit
1	Central Processor Unit
1	Tone Generator Card
4	4 Port Station Cards
2	4 Port C. O. Line Cards
2	24 Button Telephones with DSS/BLF status
3	12 Button Speaker Phones
1	Single line Encore Telephone
10	12 Button Standard Telephones
1	Wall Mount Kkt.

RD *TBH*

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 493 FOLIO 468 ON 1/10/86 (DATE)

1. ~~DEBTOR~~ LESSEE

Name Kidde Consultants, Inc.
Address 1020 Cromwell Road, Baltimore, MD 21204

2. ~~SECURED PARTY~~ LESSOR

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK [X] FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other, and ASSIGNEE: Union - Tidewater Financial Company, Inc.

RECORD FEE 12.00
POSTAGE .50
#060840 C345 R01 T10:48
09/15/87
JA

Dated March, 1986

Signature of Lessor
KIDDE CREDIT CORPORATION
Type or Print Above Name on Above Line

Handwritten number 1750

Schedule "A" is attached to a UCC-1 Financing Statement between Kidde Consultants, Inc., as Lessee and Kidde Credit Corporation, as Lessor.

1) All that certain computer equipment manufactured and/or sold by Intergraph Corporation and related items more fully described herein, together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed thereto, plus all cash and non-cash proceeds of all the foregoing (but Lessee shall have no right to sell or otherwise dispose of the aforesaid property).

2) All that certain computer equipment manufactured and/or sold by Codex Corporation and related items more fully described herein, together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed thereto, plus all cash and non-cash proceeds of all the foregoing (but Lessee shall have no right to sell or otherwise dispose of the aforesaid property).

ALL OF THE ABOVE EQUIPMENT MORE FULLY DESCRIBED BELOW

"This financing statement is filed solely for notice purposes and the filing thereof shall not be deemed evidence of any intention to create a security interest under the Uniform Commercial Code."

Intergraph Corporation

VAX 785 CPU Based Intergraph CAD System including:

<u>Quantity</u>	<u>Equipment Description</u>
1	DPS073 (CPU, Tape, 160Mb Disk, VMS, IGDS, DMRS)
1	LPR015 (Hard Copy Terminal LA120)
5	DSP055 (Interact Color Terminals)
2	TIS031 (Interact Floating Menu)
1	DSK056 (300Mb Disk Drive)
1	PLT046 (SLPL631) (V-80 Hard Copy Unit)
3	PLT047 (Additional Port to Raster for V-80)
1	Benson 400dpi Electro Static Plotter
1	PLT133 (SLPL663) (HP7586 Plotter)
1	INF159 (Unibus Interface)
1	Vax Fortran 77
1	Line Printer - Parallel
	Operational Software
1	PL632 Calcomp 965A Driver
1	INF181 (Remote Site Communications)
1	INF101 (Host Site Communications)
1	100 Ft. of RG11-U Coaxial Cable

Corporation

1

1

23808 Codex Upgrade DNCS Equipment to 517 PAGE 444
Triple Floppy
32681 2680 Codex 19.2 BPS Modem 2 Channel Mux

LESSEE: KIDDE CONSULTANTS, INC.

By: William E. Franswile
Lessee title
Executive Vice President

LESSOR: KIDDE CREDIT CORPORATION

By: [Signature]
Lessor title

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 70918203

Page No. 1

Identification No. 70917023

Date April 1, 1987

(See also below for concurrent filings)

1. Debtor(s)

Paul Gussin

Name or Names—Print or Type

7504 Connelley Drive, Suite J, Hanover, Maryland 21076

Address—Street No. City - County State Zip Code

2. Secured Party

First American Bank of Maryland

Name or Names—Print or Type

Metro Plaza One, 8401 Colesville Road, Silver Spring, MD 20910

Address—Street No. City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#060370 C345 R01 T09:47

09/15/87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Circuit Court for Anne Arundel County, Maryland Book 509, Page 530

Department of Assessments and Taxation Number 266632

Dated:

Sept 2, 1987

First American Bank of Maryland

Name of Secured Party

Signature of Secured Party

Dennis O. O'Connell, Assistant Vice-Pres

Type or Print (Include Title if Company)

BOOK 517 FILE 447

269734

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Grizzly Tool & Die, Inc.
Address P.O. Box 944 Jessup, MD 20794

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.
Address 7146 Montevideo Rd. Jessup, MD 20794
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00

POSTAGE .50

#061520 C345 R01 T11:57

09/15/87

JA

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Grizzly Tool & Die, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

13.50

CONDITIONAL SALE CONTRACT NOTE

BOOK 517 PAGE 448

TO: W. C. Burroughs & Associates, Inc. FROM: Grizzly Tool & Die, Inc.
7146 Montevideo Rd. Jessup, MD 20794 P.O. Box 944 Jessup, MD 20794

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and FINANCE CHARGE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at Jessup Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighteen thousand nine hundred thirty six and 00/100 Dollars (\$ 18,936.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 3rd day of October 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 526.00 and the final installment being in the amount of \$ 526.00 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 1 19 87 BUYER(S)-MAKER(S):

Accepted: W. C. Burroughs & Associates, (SEAL) Grizzly Tool & Die, Inc. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) By: _____

(Witness as to Buyer's and Co-Maker's Signature) By: _____

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIALS HERE

STATE OF MARYLAND

BOOK 517 PAGE 449

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208803

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fort George Associates Limited Partnership
Address 1630 Annapolis Road Odenton, Maryland 21113

2. SECURED PARTY

Name Telerent Leasing Corporation
Address P.O. Box 26627 Raleigh, North Carolina 27611

RECORD FEE 12.00

#061470 C345 R01 T11:53

09/15/87

JA

Attention: N. Reavis
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

15 Teknika 12,000 BTU PTAC units, Model No. AW12RH, installed in Fort George Motor Inn, 1630 Annapolis Road, Odenton, MD, in accordance with Lease No. 4391-025

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

FORT GEORGE ASSOCIATES LIMITED PARTNERSHIP

By Bhailal B. Patel (Signature of Debtor)

Bhailal B. Patel, General Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TELERENT LEASING CORPORATION

By Suzanne Price (Signature of Secured Party)

Suzanne Price, Contract Analyst
Type or Print Above Signature on Above Line

1700

Patel

STATE OF MARYLAND

BOOK: 517 PAGE 450

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Yacht Sales, Inc.
Address 7416 Edgewood Road, Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE .50
#038960 C237 R02 T14:29
09/15/87
JA

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory from time to time of all sailboats, including but not limited to Pearson, O'Day, Cal and Wahoo Yachts, with all of their spars, rigging, sails, tackle, electronic equipment, and other necessities, thereunto appertaining and belong now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said inventory, and the above-named equipment and necessities as evidenced by a Trust Receipt Inventory Security Agreement of even date herewith.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Yacht Sales, Inc.

[Signature]
(Signature of Debtor)

John F. Burgreen
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

ROSS J. SELBY
Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT

203005

BOOK 517 PAGE 451

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Crummey & Kling, A Partnership
198 West Street (Name or Names) Annapolis, Maryland 21404
(Address)

LESSEE (Name or Names) (Address) NFSI, 2230

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings
1844 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Lanier Series XIII Electronic Telephone System e/w KSU, CCU, Auxiliary Central Control, Intercom Unit, Power Supply, Station Interface Card, CD Line Card, 1-20 Button Telephone, 2- 20 Button LCD

RECORD FEE 13.00
POSTAGE .50
#061810 C777 R01 T13:41

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () 09/15/87
Products of Collateral are also covered Yes () No (xx) SA

LESSEE Crummey & Kling, A Partnership

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: John K. Crummey Partner (Title)

By: Brian G. Connelly Mgr. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: Stephen P. Kling Partner (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1350

STATE OF MARYLAND
FINANCING STATEMENT FORM DC 209003

BOOK 517 PAGE 452
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 8-13-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mary Land Limited Partnership T/A Mary Land Inn
16 Church Circle
Address Annapolis, Maryland 21401

2. SECURED PARTY

Name Telerent Leasing Corporation
P.O. Box 26627
Address Raleigh, North Carolina ~~XXXXXX~~ 27611 RECORD FEE 13.00
Attention: N. Reavis #062020 0777 R01 T13:58

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

46 Teknika Model No. RC300R remote control
19" Color Television Receivers and related
equipment installed in Mary Land Inn, 16 Church
Circle, Annapolis, MD, in accordance with Lease Agreement No. 4578

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MARY LAND LIMITED PARTNERSHIP

Paul M. Pearson
(Signature of Debtor)

BY PAUL M. PEARSON et al
Type or Print Above Name on Above Line
General Partner

(Signature of Debtor)

Type or Print Above Signature on Above Line

TELERENT LEASING CORPORATION

Suzanne Price
(Signature of Secured Party)

Suzanne Price, Contract Analyst

Type or Print Above Signature on Above Line

13.00

09/15/87
JA

To Be Recorded In The Chattel And Land Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recordation Tax Of \$ 696.50
 On The Principal Amount Of \$ 97446.94
 Being That Portion Of Total Principal Of \$1,143,643.10 Attributable To Nonexempt Property, Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland.

FINANCING STATEMENT
 (Maryland - U.C.C.-1)

RECORD FEE 17.00
 POSTAGE .50

- 1. **DEBTOR:** **FAWCETT BOAT SUPPLIES, INC.** #002460 C777 R01 T15:06
 110 Compromise Street
 Annapolis, Maryland 21401 09/15/87
- 2. **SECURED PARTY:** **PERPETUAL SAVINGS BANK, F.S.B.** JA
 250 West Pratt Street
 Suite 950
 Baltimore, Maryland 21201
 Attn: J. David Kommalan,
 Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements and renewals thereof and substitutions therefor, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 official version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing

175.80

of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) Whole life insurance policies and the cash surrender value thereof;
 - (x) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. A portion of the above referenced property may be affixed to the following described real property:

All that property known and designated as 110 Compromise Street in the City of Annapolis, Maryland and more particularly described in a Deed dated November 27, 1967, from Severn Investment Company, Inc., to Compromise Company, which Deed is recorded among the Land Records of Anne Arundel County, in Liber 2125, folio 58, and in a Deed dated the 13th day of March, 1972, from the Mayor and Aldermen of the City of Annapolis,

Maryland to the Compromise Company, which Deed is recorded among the Land Records of Anne Arundel County in Liber 2477, folio 578, saving and excepting therefrom so much thereof as was conveyed by Compromise Company to the Mayor and Aldermen of the City of Annapolis, Maryland by two Deeds dated respectively July 13, 1970 and February 24, 1972, and recorded among the Land Records of Anne Arundel County in Liber 2353, folio 300 and Liber 2477, folio 845, respectively, the name of a record owner of the above described real property is COMPROMISE COMPANY, a Maryland limited partnership.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

FAWCETT BOAT SUPPLIES, INC.,
a Maryland corporation

By:  (SEAL)
Warren M. Black, President

Date: September , 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

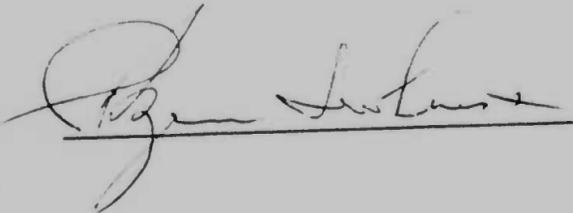
Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 6599/ BP501.0020

F-01.15

CERTIFICATION REGARDING RECORDATION TAX

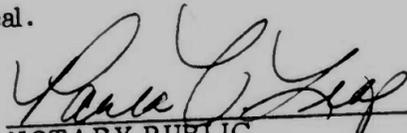
The undersigned, as President of Fawcett Boat Supplies, Inc., a Maryland corporation, certifies in connection with the One Million One Hundred Thousand Dollar (\$1,100,000.00) revolving line of credit and Forty-Three Thousand Six Hundred Forty-Three Dollars and Ten Cents (\$43,643.10) term loan from Perpetual Savings Bank, F.S.B. to Fawcett Boat Supplies, Inc. that the estimated fair market value of all of the tangible personal property of Fawcett Boat Supplies, Inc. serving as collateral for the loans by Perpetual Savings Bank, F.S.B. and subject to the Maryland recordation tax, including all equipment and fixtures, is the sum of One Million Five Hundred Forty Thousand Five Hundred Sixty-Three Dollars and Twenty-Seven Cents (\$1,540,563.27) as of this date. The dollar value of all inventory and accounts receivable as of the November 30, 1986 fiscal year end was One Million Four Hundred Seven Thousand One Hundred Dollars and Fifty-Six Cents (\$1,407,100.56). Consequently, eight point seven percent (8.7%) of the proceeds of the aforementioned loans are subject to the recordation tax. The undersigned authorizes Perpetual Savings Bank, F.S.B., and its counsel in presenting financing statements for filing and recordation and all public officials receiving such financing statements for filing and recordation to rely upon the certification herein contained.

WITNESS/ATTEST:

FAWCETT BOAT SUPPLIES, INC.,
a Maryland corporation

By:  (SEAL)
Warren M. Black, PresidentDate: September 1, 1987ACKNOWLEDGEMENT

I HEREBY CERTIFY, that on this 1st day of September, 1987, before me, the subscriber, a Notary Public of the State and local jurisdiction aforesaid, personally appeared Warren M. Black, who acknowledged himself to be the President of Fawcett Boat Supplies, Inc., a Maryland corporation, known to me and satisfactorily proven to be the person whose name is subscribed above, and declared and acknowledged under oath, subject to the penalties of perjury, that the matters and facts herein are true, accurate, and correct.

WITNESS My hand and Notarial Seal.

 (SEAL)
NOTARY PUBLIC
My Commission Expires:
July 1, 19906599
F-01.15

BOOK 517 PAGE 457

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity Date: _____

1. Debtor(s) (Last Name First) and Address(es)
Cronder, Sam
7375 Furnace Br
Glen Burnie, Md

2. Secured Party(ies) and Address(es)
Ford Motor Credit
P.O. Box 637
Mech. VA. 23111

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 10.00
POSTAGE .50

This Statement refers to original Financing Statement No. 354404
Date filed: 11-1, 19 84 Filed with _____

This instrument prepared #061820 0777 R01 T13:42
09/15/87

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above;
 - To show the Debtor's new address as indicated above;
 - As set forth below:

BOOK 479 Page 178

(Signature of Debtor, if required) (Debtor) Ford Motor Credit (Secured Party)
Dated: _____, 19____ By: Jerry L. Sisco
(Signature of Secured Party)

F M C C
DEC 66 7288-A
Previous editions may NOT be used.

10.50

FILING OFFICER COPY - ALPHABETICAL

BOOK 517 PAGE 458

200003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Morrison Printing Ink Co. 4801 W. 160th St. Cleveland OH 44135	2. Secured Party(ies) and address(es) Yale Industrial Trucks- Maryland Inc. 208 Azar Court Baltimore MD 21227	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4. This financing statement covers the following types (or items) of property:

One (1) New Yale Forklift Model ERC040ABN36SE083 S/N 449789
with New Battery Model 18-75Y-17 S/N FE0250
and New Charger Model 3SN18-600 S/N EE6513

Equipment located at: 200 Penrod Ct., Glen Burnie MD 21061

Not Subject to Recordation Tax

RECORD FEE 11.00
POSTAGE .50

5. Assigned to Secured Party
Address(es)
Eaton Corporation
1111 Superior
Cleveland OH 44114

#061859-0727-001 11:52
09/15/87
SA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court, P.O. Box 71 Annapolis MD 21404 Attn: Recording Office

Morrison Printing Ink Co.
X By: [Signature]
Signature(s) of Debtor(s)

Yale Industrial Trucks-Maryland Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-1.
1150

TO BE FILED IN THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 504 Page No. 233
Identification No. 02728 Dated October 21, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.
Name or Names—Print or Type
1133 Greenwood Road, Pikesville, Maryland 21208
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
Name or Names—Print or Type
3725 Old Court Road, Baltimore, Maryland 21208
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#039320 C237 R02 T09:53
09/16/87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 46 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Lande Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: March 10, 1987 Yorkridge-Calvert Savings & Loan Association
Name of Secured Party
Joseph J. Basta, Sr.
Signature of Secured Party
Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Loan Exec. Form T-1

Mail to:
FREE STATE TITLE & ESCROW, INC.
596 Benfield Road
Severna Park, Maryland 21146

868605

TO BE FILED IN THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 504 Page No. 233
 Identification No. 02728 Dated October 21, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.
 Name or Names—Print or Type
1133 Greenwood Road, Pikesville, Maryland 21208
 Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
 Name or Names—Print or Type
3725 Old Court Road, Baltimore, Maryland 21208
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE .10
 POSTAGE .50
 #039600 C237 R02 T12:00
 09/16/87
 RECORD FEE 9.90
 #039610 C237 R02 T12:00
 09/16/87

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 39 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: March 10, 1987 Yorkridge-Calvert Savings & Loan Association
 Name of Secured Party
Joseph J. Basta, Sr.
 Signature of Secured Party
Joseph J. Basta, Sr., Vice President
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

FREE STATE TITLE & ESCROW, INC.
 596 Benfield Road
 Severna Park, Maryland 21146

BOOK 517 PAGE 481

269736

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chase Construction & Equipment Corporation
Address 1825 George Ave., Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 207
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

#063070 C777 R01 T10:19

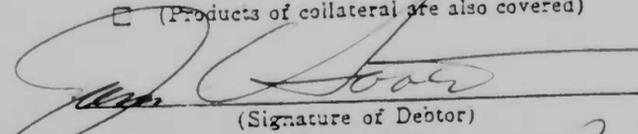
4. This financing statement covers the following types (or items) of property: (list)

09/16/87

- One (1) Automatic Juicer, Model S-16-03, S/N MY8710756.
- One (1) Brassing.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)


(Signature of Debtor)

JAMES C. FOOTE, PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.L. Summers
(Signature of Secured Party)

L.L. SUMMERS PRES
Type or Print Above Signature on Above Line

11 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 517 PAGE 482

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Simmons Investigative Security Agency

Address 3315 Davidsonville Rd., Davidsonville, MD 21035

2. SECURED PARTY

Name Nynex Credit Company

Address One Presidential Blvd.

Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Computer as more clearly defined in lease #21871331 dated 7-21-87. This is a lease and is for informational purposes only.

Name and address of Assignee

RECORD FEE 13.00

POSTAGE .50

#063670 0777 R01 T11:54

09/16/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Simmons Investigative Security Agency
Type or Print Above Name on Above Line

Daniel L. Simmons
Carolyn Lopez
BY AS ATTORNEY IN FACT

Type or Print Above Signature on Above Line

Daniel L. Simmons

Carolyn Lopez
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1300

NYNEX
Credit Company (LESSOR)

Lease Processing Center • One Presidential Blvd, Bala Cynwyd, PA 19004
(215) 664-1701 • (800) 226-3273

LEASE
3000 317 FACE 403

SHADED BLOCKS ARE FOR NYNEX CREDIT COMPANY USE ONLY

LEASE COMMENCEMENT DATE 7/28/87 LEASE NO. 21871331

THIS LEASE IS NOT INTENDED FOR HOME OR PERSONAL USE

A. LESSEE INFORMATION

FULL LEGAL NAME Simmons Investigative & Security Agency
 DBA NAME (IF ANY) Inc.
 BILLING ADDRESS 3315 Davidsonville Road
Davidsonville COUNTY AA STATE MD ZIP 21035
 SEND NOICE TO ATTENTION OF 301 261-7082

B. NYNEX BUSINESS CENTER INFORMATION (VENDOR)

NYNEX BRANCH 1700 Rockville Pike
 CITY Rockville STATE MD ZIP 20852
 BRANCH NUMBER (301) 231-7878
 SALES REP NAME Jon Elster SALES REP ID NUMBER

C. EQUIPMENT INFORMATION

EQUIPMENT LOCATION IF NOT SAME AS ABOVE
 CITY COUNTY STATE ZIP
 QUANTITY MODEL NO EQUIPMENT DESCRIPTION (Attach schedule if necessary)
1 IBM PC XT Computer
system as per
retail agreement

D. NUMBER & AMOUNT OF PAYMENTS

NUMBER OF LEASE PAYMENTS	LEASE PAYMENT (+)	SALES TAX (-)	TOTAL LEASE PAYMENT
<u>78</u>	220.11 <u>218.92</u>	4.02 <u>10.94</u>	231.12 <u>229.86</u>

TERM OF LEASE IN MONTHS 78 PAYMENT FREQUENCY IF OTHER THAN MONTHLY
 QUARTERLY SEMI-ANNUAL
 (FIRST PAYMENT) 229.86 PLUS (SECURITY DEPOSIT) 0 EQUALS 229.86 *
 \$ 229.86 + \$ 0 = \$ 229.86
 *MAKE CHECK FOR THIS AMOUNT PAYABLE TO NYNEX CREDIT COMPANY

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. LEASE Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described above and on any attached schedule (herein with all replacement parts, repairs, additions and accessories called "Equipment") on the terms and conditions on the face and reverse side hereof and on any schedule hereto.

The amount of each Lease Payment is based upon the estimated total cost of the Equipment including, if applicable, the cost of installation and other related costs thereof. The Lease Payments shall be adjusted proportionately upward or downward if the actual total cost of the Equipment exceeds or is less than the estimate and Lessee authorizes Lessor to adjust the Lease Payments by up to fifteen percent (15%) in that event. If Lessee has not accepted the Equipment as satisfactory in all respects for the purpose of this Lease within ninety (90) days of the date Lessee signed this Lease, Lessee further authorizes Lessor to adjust the Lease Payments to increase the implicit yield of the Lease Payments to the Lessor in an amount equivalent to the increase, if any, in the prime interest rate as quoted by Morgan Guaranty Trust Company of New York from the date Lessee signed this Lease to the date Lessee accepts the Equipment. Lessee agrees to pay the adjusted Lease Payments as and when due under this Lease.

2. TERM AND RENT The Lease shall become effective upon acceptance and execution by Lessor at its corporate offices, as specified above. The term of the Lease shall commence on the date the first lease payment is applied by Lessor and shall thereafter continue until all obligations of the Lessee, under the Lease, shall have been fully performed. This first Lease Payment and any security deposit shall not be refundable if Lessee fails to perform any of the terms, covenants and conditions of the Lease. The first Lease Payment will be applied on the date the Lease is accepted by Lessor or any later date designated by Lessor ("Lease Commencement Date"). The second Lease Payment shall be due on the date designated in writing by Lessor (not later than 60 days from the Lease Commencement Date) and subsequent payments shall be due on the same day of each successive month (or other time period as designated above) thereafter until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Lessee under this Lease shall have been paid in full. Lessee's obligation to pay such Lease Payments shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. All payments hereunder shall be made to Lessor at its address specified above or such other place as Lessor, in writing, directs. If the term is extended, the word "term" as used herein shall be deemed to refer to all extended terms. All provisions of this Lease shall apply during any extended term except as may be otherwise specifically provided in this Lease, in a Schedule to this Lease, or in any subsequent written agreement of the parties.

3. DELIVERY AND ACCEPTANCE Delivery and installation arrangements and costs, unless included in the cost of the Equipment to Lessor and upon which the Lease Payments were computed, are the sole responsibility of Lessee. Lessee agrees to accept the equipment when delivered and to execute the Delivery and Acceptance Receipt supplied by Lessor as evidence thereof. Lessee agrees to assume the risk of any damages if for any reason the supplier fails to deliver or delays in delivery of the Equipment so ordered, or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of the Equipment shall not affect the validity of this Lease. Lessee's execution of the Delivery and Acceptance Receipt shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Lease.

If Lessee cancels or terminates this Lease prior to delivery of the Equipment or if Lessee fails or refuses to sign the Delivery and Acceptance Receipt within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, Lessor shall have the option of treating the Lease as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

4. SELECTION OF EQUIPMENT, DISCLAIMER OF WARRANTY Lessee has selected both the Equipment and the supplier from whom Lessor covenants to purchase the Equipment at Lessee's request. LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE EQUIPMENT. LESSEE AGREES THAT THE EQUIPMENT LEASED HEREUNDER IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR LESSEE'S PURPOSES, AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF SAID EQUIPMENT FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, FAULTS OR OTHERWISE IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. If the Equipment is not properly installed, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the supplier and/or manufacturer and shall, nevertheless, pay Lessor all Lease Payments under this Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, set-off or otherwise. So long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other representation respecting any item of equipment. All proceeds of any warranty recovery by Lessee from the supplier and/or manufacturer of any item of Equipment shall first be used to repair or replace the affected item of Equipment.

LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS LEASE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS LEASE OR THE EQUIPMENT LEASED HEREUNDER. Lessee further acknowledges and agrees that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations, if any, by the supplier, or any salesman, employee, representative or agent of the supplier, have not been relied upon, and shall not in any way affect Lessee's obligation to make the Lease Payments and otherwise perform as set forth in this Lease.

Regardless of cause, Lessee will not assert any claim whatsoever against Lessor for loss of anticipatory profits or any other indirect, special or consequential damages, nor shall Lessor be responsible for any damages or costs which may be assessed against Lessee in any action for infringement of any United States Letters Patent. Lessor makes no warranty as to the treatment of this Lease, for tax or accounting purposes.

LESSOR SHALL CONCLUSIVELY PRESUME THAT THE EQUIPMENT IS IN GOOD OPERATING ORDER AND ACCEPTED BY LESSEE UNLESS LESSEE GIVES LESSOR WRITTEN NOTICE TO THE CONTRARY WITHIN FIVE (5) BUSINESS DAYS OF THE EQUIPMENT'S DELIVERY. IF NO NOTICE IS SO RECEIVED LESSOR MAY PAY VENDOR FOR THE EQUIPMENT AND THE LEASE TERM SHALL TAKE EFFECT AS OF THE DATE OF DELIVERY, IT ALSO BEING UNDERSTOOD THAT LESSOR IS NOT RESPONSIBLE FOR THE PERFORMANCE, MAINTENANCE OR SERVICING OF THE EQUIPMENT AND LEASES SAME "AS-IS".

THIS LEASE SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNTIL AND UNLESS LESSOR ACCEPTS THE SAME IN WRITING. THE UNDERSIGNED AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE, ON THE REVERSE SIDE HEREOF AND IN ANY ATTACHMENTS HERETO ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS LEASE AND ALL OF WHICH THE UNDERSIGNED ACKNOWLEDGES TO HAVE READ AND AGREED TO. THIS IS A NON-CANCELLABLE NET LEASE FOR THE FULL TERM SHOWN ABOVE.

FOR Simmons Investigative & Security Agency
 BY President DATE 7/14/87

NYNEX CREDIT COMPANY (LESSOR)
 BY Debbie Hagen TITLE Mgr DATE 7/15/87

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records
(strike inapplicable words)

RECORD FEE 11.00

2. Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$.....

POSTAGE .50

#063720 C777 R01 T12:01

<p>3. Name and address of debtor(s) Omni House, Inc. 9 Third Ave., S.W. - P.O. Box 1270 Glen Burnie, MD 21061</p>	<p>4. Name and address of secured party Leasing Corporation of America Box 152 Stevenson, MD 21153</p>
---	--

09/16/87

5. Name of assignee of secured party: Baltimore Federal Financial, F.S.A.

Address: P.O. Box 116, Baltimore, MD 21203

6. This financing statement covers the following types (or items) of property: 1-Equity III Electronic Key Telephone System w/4 T.T. Phones; 3-C.O. Lines; 1-KSU located at 7892 - T-2 Americanna Circle, Glen Burnie, MD 21061; and 1-Executone Encore Electronic Key Telephone System w/17 T.T. Phones; 1-KSU; 2-4 Port C.O. Line Cards; 5-8 Port Station Cards; 1-CPU; 1-Tone Tone Generator Card; 1-DSS; 1-Wall Kit located at 9 Third Ave., S.W., Glen Burnie, MD 21061

SEE SCHEDULE "A" ATTACHED

CHECK AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) Omni House, Inc. Secured Party Leasing Corporation of America

By Sheila P. Litzky Title President By [Signature]

Sheila P. Litzky, President (On above line, type or print name(s) of person(s) signing) [Signature] (On above line, type or print name of person signing)

11/80

SCHEDULE "A"

BOOK 517 PAGE 460

Schedule attached to and made a part of the Equipment Lease
 dated 5th day of August, 1987,
 between the undersigned Lessee and LEASING CORPORATION OF AMERICA

QUANTITY

DESCRIPTION

LOCATION 1:
 7892 - T-2 Americanna Circle
 Glen Burnie, MD 21061

One	Equity III Electronic Key Telephone System w/4 T.T. Phones
Three	C.O. Lines
One	KSU

LOCATION 2:
 9 Third Ave., S.W.
 Glen Burnie, MD 21061

One	Executone Encore Electronic Key Telephone System w/17 T.T. Phones
One	KSU
Two	4 Port C.O. Line Cards
Five	8 Port Station Cards
One	CPU
One	Tone Tone Generator Card
One	DSS
One	Wall Kit

This Schedule is hereby verified as correct by the undersigned Lessee, who acknowledges receipt of a copy thereof.

LESSEE: OMNI HOUSE, INC.

BY: Sheila P. Fitzgibbon President

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

300A 517 PAGE 467
Identifying File No. 2000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Swain-Poole, Inc.
Address 1500 Franklin Street, N. E., Washington, D. C. 20018

2. SECURED PARTY

Name Allstate Financial Corporation
Address 2700 S. Quincy, #540, Arlington, VA 22206

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, debtors interest in any returned, repossessed or unshipped goods, together with all of debtors books of account, ledger cards and records, ~~all furniture, fixtures, tools and equipment; all vehicles;~~ all computer programs and systems owned or operated in connection therewith; ²²¹⁻³⁸ all inventory; all of the above securing present and future advances.

RECORD FEE 11.00
POSTAGE .50
#039780 C237 R02 T13:05
09/16/87

Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond L. Swain
(Signature of Debtor)

Raymond L. Swain, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eladio Ortiz
(Signature of Secured Party)

Eladio Ortiz, First V. P.
Type or Print Above Signature on Above Line

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:	<input type="checkbox"/> Land	} Liber 464 Folio 432 File No. 248500
	<input checked="" type="checkbox"/> Financing Statement	

DEBTOR (OR ASSIGNOR)

Name	Address
------	---------

Hartley Marine Sales and Service, Inc.	111 W. Central Ave. Edgewater, MD 21037
--	--

RECORD FEE 10.00
 POSTAGE .50
 #039800 C237 R02 T14:10
 09/16/87
 JA

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Dated: November 20, 19 85. By *Robert Elmer*

Secured Party (or Assignee)

LOAN OFFICER

Mail to: The Farmers National Bank of Annapolis
5 Church Circle
Annapolis, Maryland



BOOK 517 PAGE 460

875193

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

June 29, 1987

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 234322 ^{429 - 195} Dated September 10, 1980

In the Office of Anne Arundel County, Md.
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Dorothy Jean Lasher & John R. Lasher, Jr.

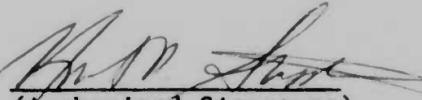
ADDRESS 1318 Homewood Lane

Annapolis, Md. 21401

RECORD FEE 10.00
POSTAGE .50
#039860 C237 R02 T14:23
09/16/87
JA

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: 
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

10/50
mail to.
FREE STATE TITLE & ESCROW, INC.
596 Benfield Road
Severna Park, Maryland 21146

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER No. 505
Identification No. _____

Page No. 26
Dated November 6, 1986

PINE WOOD, INC.

1. Debtor(s) Name or Names - Print or Type
228 Quaker Ridge, Road, Timonium, Maryland 21043
Address-Street No., City-County State Zip Code
FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATON

2. Secured Party Name or Names - Print or Type
9151 Baltimore National Pike, Ellicott City, Maryland 21043
Address-Street No. City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#040030 C237 R02 T15:19
09/16/87

A. Continuation.....
The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.

B. Partial Release.....
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.....
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property.

D. Other:.....
(Indicate whether amendment, termination, etc.)
PARTIAL TERMINATION AS TO THE FOLLOWING DESCRIBED PROPERTY

BEING KNOWN AND DESIGNATED AS LOT NUMBERS 35 , 36, AND 37, AS SHOWN ON THE PLAT ENTITLED, "NEW PLAN OF FERNDALE FARMS", SECTION C, which plat is recorded among the Land records of Anne ARundel County in plat Book 15, folio 21.

Dated: 9/2/87

FAIRVIEW FEDERAL S + L ASSO
Name of Secured Party
Charles C. Holman
Signature of Secured Party
CHARLES C. HOLMAN
Type or Print (Include Title if Company) EXEC. V.P.

Mail to Monumental

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBRARY No. 505
Identification No. _____

Page No. 26
Dated November 6, 1986

1. Debtor(s) PINE WOOD, INC.
Name or Names - Print or Type
228 Quaker Ridge Road, Timonium, MD. 21043
Address-Street No., City-County State Zip Code

2. Secured Party FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
Name or Names - Print or Type
9151 Baltimore National Pike, Ellicott City, MD. 21043
Address-Street No. City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#040050 C237 R02 T15:20
09/16/87
JA

A. Continuation.....
The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.

B. Partial Release.....
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment.....
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property.

D. Other:.....
(Indicate whether amendment, termination, etc.)
PARTIAL TERMINATION AS TO THE FOLLOWING DESCRIBED PROPERTY **

** BEING KNOWN AND DESIGNATED as Lot Numbers 38,39 and 40 as shown on the Plat entitled, "NEW PLAN OF FERNDAL FIELDS, SECTION "C", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 21.

Dated: 9/2/87

FAIRVIEW FEDERAL S&L Assn
Name of Secured Party
Charles C. Holman
Signature of Secured Party
CHARLES C. HOLMAN
Type or Print (Include Title if Company) EXEC. V.P.

Mail to Monumental

BOOK 517 PAGE 472

269697

Stofko, Brian
219 d Woodhill Drive
Glen Burnie, MD 21061

Bailey Banks and Biddle
11701 Belcher Road
Suite 103
Largo, FL 33543

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

3. This financing statement covers the following types (or items) of property.

One man's 18K yellow gold Rolex watch. The watch features a fluted bezel, 30 jewel chronometer movement, synthetic sapphire crystal, silver dial and is associated with a concealed "President" bracelet. Style #180388. Serial #9363684.

RECORD FEE 11.00
POSTAGE .50

For Filing Officer (Date, Time, Number and Office) 09/16/87

09/16/87

Value \$4699.50

Check [X] if covered: Proceeds of collateral are also covered Products of Collateral are also covered Maturity date (if any) _____ 19____

File with:

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy

1150

Form No. LFUCC-1

STATE OF MARYLAND

BOOK 517 PAGE 473

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250840
RECORDED IN LIBER 470 FOLIO 353 ON 2/9/84 (DATE)

1. DEBTOR

Name Happy Travelers, Inc.
Address 8244 MD Rt. #3, Millersville, MD 21108

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION
Address 1740 E. Joppa Road
Baltimore, MD 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes assignee information for Chrysler First Wholesale Credit Inc. and recording fees.

DEBTOR:

SECURED PARTY:

WESTINGHOUSE CREDIT CORPORATION

(Signature of Debtor)

Signature of Secured Party: James J. Shaffer
Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

Handwritten number 1680

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es)
 Reliable Contracting Co., Inc.
 1 Church View Drive
 Millersville, MD 21108
 M-31266A

(2) Secured Party(ies) (Name(s) And Address(es))
 Alban Tractor Co., Inc.
 P.O. Box 9595
 Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5)

(4) Assignee(s) of Secured Party, Address(es)
 First Virginia Commercial Corporation
 6400 Arlington Blvd.
 Falls Church, VA 22046

For Filing Officer

RECORD FEE 11.00
 POSTAGE .50
 40-4390 0040 P01 T14:25

(5) This Financing Statement Covers the Following types [or items] of property.

- One (1) New Caterpillar Model #615 Wheel Tractor S/N 46Z01394
- One (1) Caterpillar Model #615 Scraper ~~XXX~~
- One (1) New Caterpillar Model #615 Wheel Tractor S/N 46Z01398
- One (1) Caterpillar Model #615 Scraper

09/16/87
 JA

~~XXX~~ Products of the Collateral Are Also Covered. NOT SUBJECT TO RECORDATION TAX (AA)

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc.

(By) *W. E. Balalunoff*
 Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

1/50

Secured Party(ies) [or Assignees]

Alban Tractor Co, Inc.

(By)

[Signature]
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

869692

BOOK 517 PAGE 475

269699

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility				
1. Debtor(s) (Last Name First) and Address(es)	4 For Filing Officer: Date, Time, No. Filing Office				
UNIVERSAL MOTOR LODGES d/b/a HOWARD JOHNSONS ANNAPOLIS 170 REVELL HIGHWAY ANNAPOLIS, MARYLAND 21401	2. Secured Party(ies) Name(s) and Address(es) RCA Service Company A Division of RCA Corporation Cherry Hill, N.J. 08358				
5 This Financing Statement covers the following types (or items) of property: All RCA Television Receivers, RCA Telephones, Accessories, and Associated Equipment and Systems — Present and Future.					
6 Assignee(s) of Security and Address(es) GENERAL ELECTRIC CREDIT CORP. #054370 0040 R01 T14:32 101 EAST RIDGE DRIVE SUITE 301 DANBURY, CT. 06810	RECORD FEE 12.00 POSTAGE .50 09/16/87				
7 <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)	8 Describe Real Estate Here: <input checked="" type="checkbox"/> This statement is to be indexed in the Real Estate Records.				
9 Name of a Record Owner	Recordation tax pd. to the State 7/01/87 87-0719 <input checked="" type="checkbox"/> Proceeds of the Collateral are also covered. <input type="checkbox"/> Products of the Collateral are also covered.				
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					
By <u>Howard Johnson</u> Signature(s) of Debtor(s)			By <u>MW Orest</u> Signature(s) of Secured Party(ies)		
(1) Filing Officer Copy - Numerical STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York 5/82					

BEGINNING for the same at a point on the northwest right of way line of an existing Service Road, said point is located at the end of the sixth or north 58 degrees 34 minutes 30 seconds east 626.66 foot line of the first parcel of that conveyance from All States Corporation to the County Commissioners of Anne Arundel County, by Deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846, folio 250, thence from the point of beginning so fixed, binding on the northwest right of way line of the existing Service Road, and with part of said sixth line reversely, south 58 degrees 34 minutes 30 seconds west 70.93 feet, thence leaving said right of way line and said conveyance from All States Corporation, for a line of division now made, north 31 degrees 25 minutes 30 seconds west 763.68 feet to intersect the southwest right of way line of Old Country Road, now know as Mill Bottom Road, 30 feet wide, thence binding on said side of said Road, the following two courses and distances: south 85 degrees 28 minutes 30 seconds east 119.39 feet, thence south 73 degrees 30 minutes 30 seconds east 492.93 feet, thence leaving said side of said Road for a line of division previously made, south 31 degrees 25 minutes 30 seconds east 368.68 feet to intersect the aforementioned northwest right of way line of the existing Service Road, thence binding on the said northwest right of way line of the existing Service Road and with the outlines reversely of said conveyance from All States Corporation along a regular curve to the right having a radius of 1412.50 feet, a chord south 68 degrees 26 minutes 06 seconds west 33.69 feet, a distance of 33.69 feet to a point of tangency, thence along said tangent, south 69 degrees 07 minutes 06 seconds west 58.10 feet to a point of curve, thence along a regular curve to the left, having a radius of 1452.50 feet, a chord south 63 degrees 50 minutes 48 seconds west 266.91 feet, a distance of 267.28 feet to the

1986 DEC 16 PM 4:11
 H. ERLE SCHAEFER
 CLERK

18
 4375
 312252
 6245.26
 8

1

point of beginning. Containing 5.608 acres of land, more or less within the bounds of this description, according to a Survey and Plat by James D. Hicks & Associates, dated March 1955, said Plat being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 947, folio 429.

BOOK 517 PAGE 477

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Jerry A. Jackson d/b/a
Jackson Auto Machine
7407 Ridge Road
Hanover, Maryland 21076

2. Secured Party(ies) and address(es)
Sunnen Products Company
7910 Manchester Avenue
St. Louis, Missouri 63143

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#054390 0040 R01 T14:33

4. This statement refers to original Financing Statement bearing File No. 255344 Liber 482 Page 2
Filed with County Clerk Date Filed January 24, 19 85

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still in effect.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

Mail to

No. of additional Sheets presented:

Jackson Auto Machine

Sunnen Products Company

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Phyllis Pipkin Manager
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3
10.55

Phyllis Pipkin

BOOK 517 Pgs 478

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061 #2030	2. Secured Party(ies) and address(es) P.C. Leasing Corporation 630 Third Avenue New York, New York 10017	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #024400 0040 R01 T14:34 09/16/87 JA
4. This statement refers to original Financing Statement bearing File No. 16317 265787, Bk 507, Pg 315 Filed with Anne Arundel Clerk of Circuit Court 2/3 19 87		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Assigned to: The CIT Group/Equipment Financing Inc., 709 Westchester Ave., White Plains, New York 10604 Equipment: See Schedule A attached hereto made a part hereof.		

No. of additional Sheets presented: _____
 P.C. Leasing Corporation
 By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: *[Signature]* Signature(s) of Secured Party(ies)
 STANDARD FORM - FORM UCC-3 10-50



SCHEDULE A

BOOK 517 PAGE 479

All goods, machinery, equipment, furniture, fixtures wherever located now owned or hereafter acquired by Debtor including but not limited to the following:

One (1) S & S Slitter 86-4 BAE, Serial No. 8552;
One (1) S & S Taper, Serial No. 8447;
One (1) Signode Corp. Strapper ML-2JE, Serial No. 22720;
One (1) Signode Corp. Strapper ML-2JE, Serial No. 84657;
One (1) Lantech Wrapper, Serial No. SVS-80;
One (1) Cyklop Strapper APM-211A, Serial No. 4157;
One (1) Toyota Fork Truck, Serial No. FGC15-15178;
One (1) Allis Chalmers Fork Truck, Serial No. 21179000;
One (1) Yale Fork Truck;
One (1) Dubuit Screen Machine, Serial No. 5980-8;
One (1) Dubuit Screen Machine, Serial No. 5978-P;
One (1) Dubuit Automatic Screen Machine, Serial No. D150;
One (1) Dubuit Semi-Automatic Screen Machine, Serial No. 6421-P;
One (1) Dependable Screen Machine, Serial No. RP3;
One (1) American Equipment Auto. Jet Dryer, Serial No. 13266;
One (1) Economy Surface Bailer Style 67 2 Ton Mechanical;
One (1) Oliver 36" Ball Bearing Band Saw;
One (1) Mercedes 1982 Diesel 22 ft. Straight Bed Truck 5 Ton;
One (1) International 1977 Diesel Tractor Single Axle;
One (1) Ford Conventional Diesel Tractor Single Axle;
Five (5) 40 ft. 13 ft. High Tandem Axle Trailers, 1972-1974;
One (1) 45 ft. 13 ft. High Tandem Axle Trailer 1978;
One (1) Computer IBM BC with Software;
One (1) Computer Infotec;
One (1) Celebrity Chevy wagon;
One (1) Citation Four Door 1982;
One (1) Delta Olds 1980;
One (1) Office Trailer 35 Ft.;
Conveyors;
Office Equipment and Office Furniture;

All equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

P.C. LEASING CORPORATION

BY: [Signature]

TITLE: _____

MBA CONTAINER CORPORATION

BY: [Signature]

TITLE: Vice President

REF. ARVIN-SCH2

BOOK 517 480

269700

RECORD FEE 11.00

POSTAGE .50

#064490 0040 R01 T14#39

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Xecutek Corporation
 1994 Moreland Parkway
 (Name)
 Annapolis, Maryland 21401
 (Address)

Mail to SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Susan E. Haley
 (Name of Loan Officer)
 18 West Street
 (Address)
 Annapolis, Maryland 21401

09/16/87

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

ALL ASSETS

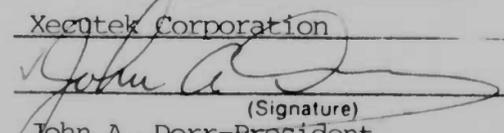
(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

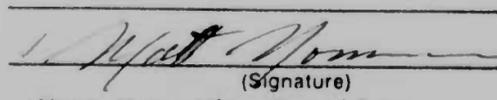
2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Xecutek Corporation (Seal)
 (Seal)
 (Signature)
John A. Dorr-President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 (Seal)
 (Signature)
Matt Norm-Vice President
 (Print or Type Name)

1/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269701

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

9/03/87

This financing statement Dated 9/03/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARCY A. KELLY, CPA, PA
Address 404 CRAIN HIGHWAY, S.W. GLEN BURNIE MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

9/03/90

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (2) PC Limited Computers
(1) Epson Printer
(1) Hewlett Packard Laser Jet 2 Printer

RECORD FEE 12.00
POSTAGE .50
#064540 C040 R01 T14:44
09/16/87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MARCY A. KELLY, CPA, PA

BY: Marcy A Kelly (Signature of Debtor)

MARCY A. KELLY, OWNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

Norman E. Botts - Vice President & Cashier
Type or Print Above Signature on Above Line

Handwritten initials or mark.



BOOK 517 PAGE 482

269712

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

4. For Filing Office: Date, Time, No. Filing Office

1. Debtor(s) Last Name (Last) and Address(es)
ALFRED J. ESCALLETT, James V. Hardesty
CHRISTIE LYNN CHANEY
200 S STREET
HARRISBURG PA 17101

2. Secured Party(ies) Name(s) and Address(es)
GREEN TREE ACCEPTANCE INC.
2700 BERRY BLVD
HARRISBURG PA 17101

RECORD FEE 13.00
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property
GREEN TREE
200 S ST
HARRISBURG PA 17101
PROPERTY
IN A 14' SLAB ON CONCRETE FOUNDATION
WITH CEILING, ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANANCES THEREON AND THEREIN INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
WARRANTY PRESENT AND IN RETAIL

6. Assignee(s) of Secured Party(ies)
09/17/87
JA

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, or <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

ALFRED J. ESCALLETT CHRISTIE LYNN CHANEY James V. Hardesty GREEN TREE ACCEPTANCE INC.
 BY *Alfred Escallett* *Christie Lynn Chaney* *James V. Hardesty* *James V. Hardesty*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3-83) 1340 FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

269713

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 9418 ANNAPOLIS RD
CITY & STATE: LARHAM, MD. 20706

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT THOMAS		09-12-87	
BONNIE THOMAS		ACCOUNT NO.	TAB
LOT 14 RIO VISTA LOTHIAN, MD 20711		215206164	8927

Filed with: ANNE ARUNDEL

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
75	Gremlin			ASA405E158059		

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe) bike, Lwn Mwr, Grdn Tools, Jewel, Mtroye, Radio, Fish Eqp, Tv, VCR, Chn Sw, Hd Tls

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50

#064990 C777 R01 T08:41

09/17/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$3721.37

BY Susan Mathews AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) TITLE
Robert M Thomas DEBTOR
Bonnie See Thomas DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

12-1
28-50

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
 Subject to Recordation Tax on principal amount of \$ 33,600.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Superior Auto Body, Inc.	1230 Cronson Blvd. Crofton, Md. 21114

2. The name and address of the Secured Party (or Assignee) is:	RECORD FEE	11.00
THE CITIZENS NATIONAL BANK Fourth and Main Streets Laurel, Maryland	RECORD TAX	238.00
to which this Statement should be delivered after it is recorded and from which additional information may be obtained.	NOTED	.50

3. This Financing Statement covers the following types (or items) of property (the collateral):

One (1) 10' Spraybake Downdraft Spraybooth, Ser.#S10286248
Mod. #SB10SDSMG

#064940 0777 R01 T08+36
09/17/87
JA

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. Proceeds) of the collateral are also specifically covered.
 Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Superior Auto Body, Inc....	THE CITIZENS NATIONAL BANK
By: <u>Raymond F. Bartlett</u> Raymond F. Bartlett, Pres.	By: <u>Thomas M. Scheopner</u> Thomas M. Scheopner, Vice Pres.

By: _____
Type or print all names and titles under signatures.

11/238, 50



269715

Financing Statement

BOOK 517 PAGE 485

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal
Amount is \$ 57,784.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel
- RECORD FEE 12.00
RECORD TAX 406.00

NAME	ADDRESS	POSTAGE	State
1. Debtor(s)	Street City		.50
<u>Gilbert Foods, Inc. T/A Hearn Kirkwood</u>	<u>7251 Standard Drive Hanover, Md. 21076</u>		

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: <u>SOVRAN BANK/MARYLAND</u>	Debtor(s) or Assignor(s): <u>Gilbert Foods, Inc. T/A</u>
By: <u>[Signature]</u>	<u>Hearn Kirkwood</u>
Type Name <u>Nick Macriosec</u>	By: <u>[Signature]</u>
Title _____	<u>Peter D. Gilbert</u>

Type or Print Name and Title of Each Signature

12 / 400 / 50

SCHEDULE A

BOOK 517 PAGE 480

New Yale Industrial Forklift Model ESCO30ABN24SEO77, Rubber Drive Tire,
Sideshifter Battery Discharge Indicators

ID# NT9007, 9008, 8684, 91618

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed.
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lallie, Inc. (Name or Names) 269716
P.O. Box 6400, 101 Gibraltar St., Annapolis, MD 21401 (Address)

DEBTOR: _____ (Name or Names)
 _____ (Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION (Name or Names)
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: HARBOR FEDERAL SAVINGS & LOAN (Name or Names)
3200 EASTERN AVE BALTIMORE MD 21224 (Address)

4. This Financing Statement covers the following types (or items) of property:

One - Therm-O-Type Model 410 Thermography Machine
S/N

RECORD FEE 11.00
 POSTAGE .50
 #065080 C777 R01 T09:09
 09/17/87
 SA

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Lallie, Inc.
 By: *Carl Farham* (Signature)
Carl Farham (Title)
Carl Farham (Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: *Robert E. Polack* (Signature)
Robert E. Polack, President (Title)
Robert E. Polack, President (Type or print name of person signing)

By: _____ (Title)
 _____ (Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

1160

269717

BOOK 517 PAGE 488

FINANCING STATEMENT

- 1. To be recorded in the Land Records RECORD FEE 11.00
- 2. To be recorded among the Financing Statement Records RECORD TAX 315.00
- 3. Not subject to Recordation Tax. POSTAGE .50
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00 Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Glenn F. Robbins, M.D., P.A. Address(es) 537 Ritchie Highway
Beverna Park, Maryland 21146

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Baltimore, Maryland 21201
Attention: Linda Ditter
Loan Documentation

09/17/87

JA

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Glenn F. Robbins, M.D., P.A.
By: [Signature] (Seal) _____ (Seal)
Glenn F. Robbins, President (Seal) _____ (Seal)

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

11
315
50

SCHEDULE A

BOOK 517 PAGE 489

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Association, and Glenn F. Robbins, M.D., P.A.

SECTION F CONTINUED

320 Extol System
E320 EKG, serial #20840
M305 Monitor, serial #4702
T500 TM, serial #2857
TA520 Control, serial #3747

Mail to

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

BOOK 517 PAGE 490

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity Date:

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) and Address(es)

For Filing Officer (Date, Time, Number and Filing Office)

Perry, Jr., William J.
7990 Quarterfield
Severn, MD 21144

Ford Motor Credit
P.O. Box 637
Mech. VA 23111

RECORD FEE 10.00
POSTAGE .50

This Statement refers to original Financing Statement No. 250341

This instrument prepared by

Date filed: 4-23, 19 85 Filed with Anne Arumel (H)

#005110 E777 R01 109:20

09/17/87

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended.
 - To show the Secured Party's new address as indicated above;
 - To show the Debtor's new address as indicated above;
 - As set forth below:

Kiber 484 Page 324

(Signature of Debtor, if required) (Debtor)

Ford Motor Credit (Secured Party)
By: James L. Lies
(Signature of Secured Party)

Dated: _____, 19 _____

F M C C
DEC 66 7288-A

Previous editions may NOT be used.

1050

FILING OFFICER COPY - ALPHABETICAL

MARYLAND FINANCING STATEMENT

BOOK 517 PAGE 491
269718

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Regency Homes Corporation
(Name or Names)
102 Old Colorons Island Road Annapolis, Maryland 21401
(Address)

LESSEE _____
(Name or Names)

(Address) NFSL 2239

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings
of LESSOR _____
(Name or Names) Baltimore, Maryland 21234
1844 E. Joppa Road
(Address)

4. This financing Statement covers the following types (or items) of property:

Two - AT&T C300 Computers w/30 Mb Hard Drive, Monitor & Keyboard
Two - IBM Quitwriter II Printers, One - Cut Sheet Feeder, One - Internal
Modem, One - Word Perfect, One - Modem Software

RECORD FEE 11.00
POSTAGE .50
#065180 C777 R01 T09:29

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx) 09/17/87
JK

LESSEE Regency Homes Corporation

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] Pres.
(Title)
Frank V. Mazza

By: [Signature] Mgr.
(Title)
Brian G. Connelly

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/83

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 517 FILE 492
268719

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Uniglobe R.S.V.P. Travel, Inc.
1190 Winterson Rd., Suite 170 Linthicum, Maryland 21090
(Name or Names) (Address)

LESSEE _____
(Name or Names)

(Address) SSC 2237

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
of LESSOR _____
2001 E. Joppa Road Baltimore, Maryland 21234
(Name or Names) (Address)

4. This financing Statement covers the following types (or items) of property:

One- Zenith 183 Portable Diconix Printer, Carrying Case, Word Perfect, Lotus, D.O.S.

RECORD FEE 11.00

POSTAGE .50

#065190 0777 R01 T09:29

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx) 09/17/87
JA

LESSEE _____ LESSOR _____
Uniglobe R.S.V.P. Travel, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Robert L. Pence President By: Brian G. Connelly Mgr.
Robert L. Pence (Title) Brian G. Connelly (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to:
(Title)

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50

BOOK 517 PAGE 493

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES) NORTHWARD CORP. 8004 JUMPERS HOLE RD PASADENA 521336937 AC MD 21122	2 SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, OH	3 MATURITY DATE (If Any) 03/01/90 FOR FILING OFFICER (Date, Time and Filing Office)
4 This statement refers to original Financing Statement bearing File No. 260280		
Filed with ANNE ARUNDEL MD BK 404 PG 359		Date Filed 09/17/87

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
 POSTAGE .50
 #025310 C777 R01 T09:40
 09/17/87
 JA

10

Number of Additional Sheets Presented 11AUG87

TO
 CLERK OF CIRCUIT CRT
 & UCC DIVISION
 ANNAPOLIS MD 21403
 DEERE CREDIT SERVICES INC.

By _____ Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By *[Signature]* Signature(s) of Secured Party(ies) **Manager, Processing**
MANAGER OF John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

BOOK 517 1034

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) JACK'S GAR. STEVENS ENT. 300 CHINCAPIN ROAD ANNAPOLIS MD 21401 212443104 AA	2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 45000 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, OH
--	--

3. MATURITY DATE
If Any 25 JUNE 87
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 262443
PK 499 PG 314
Filed with ANNE ARUNDEL MD Date Filed 25 JUN 87

RECORD FEE 10.00
POSTAGE .50
#065300 0777 R01 T09:39
JA 09/17/87

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

TO
CLERK OF CIRCUIT CRT
3 UCC DIVISION
Anne Arundel County Courthouse
ANNAPOLIS MD 21403

By _____
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By *[Signature]*
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-9

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269720

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 517 PAGE 495

1. DEBTOR

Name E & B Marine Supply, Inc.

Address 7530 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Manufacturers Hanover Trust Company

Address 270 Park Avenue, New York, NY 10017

RECORD FEE 17.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

269720 0777 R01 T11:02

09/17/87 SA

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) See Schedule A attached hereto.

Filed with: Clerk of the Circuit Court of Anne Arundel County

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Jam

(Signature of Debtor)

E & B Marine Supply, Inc. Frederick H. Bond EXEC. VP

(Signature of Debtor)

Type or Print Above Signature on Above Line

1700

Catherine Brody (Signature of Secured Party)

Manufacturers Hanover Trust Company

Type or Print Above Signature on Above Line

Catherine Brody

BOOK 517 PAGE 496

Schedule A to
Form UCC-1
Financing Statement

Secured Party: MANUFACTURERS HANOVER TRUST COMPANY
270 Park Avenue New York, New York 10017,
as Agent for:

CHEMICAL BANK
THE FIRST JERSEY NATIONAL BANK
UNITED JERSEY BANK
TRUSTEES OF GENERAL ELECTRIC PENSION TRUST
PHOENIX MUTUAL LIFE INSURANCE COMPANY
MANUFACTURERS HANOVER TRUST COMPANY

The following types or items of property
(collectively, the "Collateral") are covered by the Form
UCC-1 Financing Statement to which this Schedule A is
attached:

- (i) all Accounts (as defined below);
- (ii) all Equipment (as defined below);
- (iii) all General Intangibles (as defined below);
- (iv) all Inventory (as defined below); and
- (v) to the extent not otherwise included, all
Proceeds and products of any or all of the
foregoing.

As used herein, the following terms shall have the
following meanings:

"Account" shall mean any "account", as such term is
defined in Section 9-105 of the Code, and any "chattel
paper", as such term is defined in Section 9-106 of the
Code, in each case now or hereafter owned by Debtor,
and shall also mean and include any right of Debtor to
payment, including payment for goods sold or leased or
for services rendered which Debtor may now have or
hereafter acquire, whether or not such right has been
earned by performance, including, without limitation,
all accounts, accounts receivable, book debts,
instruments and chattel paper, notes, drafts,
acceptances, payments under leases of Equipment or sale

acceptances, payments under leases of Equipment or sale of Inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments, and other documents now or hereafter received by it evidencing obligations for or representing payment for goods sold or leased and/or services rendered, and all moneys due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Equipment" shall mean any "equipment", as such term is defined in Section 9-109(2) of the Code, now or hereafter owned by Debtor, and shall also mean and include all machinery, equipment, molds, tools, furnishings and fixtures now owned or hereafter acquired by Debtor, including, without limitation, all items of machinery and equipment of any kind, nature, and description, whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof.

"General Intangibles" shall have the meaning assigned to it under Section 9-106 of the Code, now or hereafter owned by Debtor, and in any event shall include (but shall not be limited to) any and all customer lists, trademarks, tradenames and tradestyles now or hereafter owned or maintained by the Debtor.

"Inventory" shall mean any "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other

personal property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute finished products, returned products, goods, raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Proceeds" shall have the meaning assigned to it under Section 9-306(1) of the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269721
BOOK 517 PAGE 499

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 500.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E & B Marine Inc.

Address 201 Meadow Road, P.O. Box 747, Edison, New Jersey 08818

2. SECURED PARTY

Name Manufacturers Hanover Trust Company

Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A and Schedule B attached hereto.

THIS IS A FIXTURE FILING TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.

Filed with: Clerk of the Circuit Court of Anne Arundel County

Name and address of Assessor	
RECORD FEE	21.00
RECORD TAX	3.50
POSTAGE	.50

#065530 0777 R01 T11#02

09/17/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE SCHEDULE B

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

E & B MARINE INC. Frederick H. Bond Exec V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY Catherine Brady V.P.
Type or Print Above Signature on Above Line

21350 SD

JAN

517 500
Schedule A to
Form UCC-1
Financing Statement

Secured Party: MANUFACTURERS HANOVER TRUST COMPANY
270 Park Avenue New York, New York 10017,
as Agent for:

CHEMICAL BANK
THE FIRST JERSEY NATIONAL BANK
UNITED JERSEY BANK
TRUSTEES OF GENERAL ELECTRIC PENSION TRUST
PHOENIX MUTUAL LIFE INSURANCE COMPANY
MANUFACTURERS HANOVER TRUST COMPANY

The following types or items of property
(collectively, the "Collateral") are covered by the Form
UCC-1 Financing Statement to which this Schedule A is
attached:

- (i) all Accounts (as defined below);
- (ii) all Equipment (as defined below);
- (iii) all General Intangibles (as defined below);
- (iv) all Inventory (as defined below); and
- (v) to the extent not otherwise included, all
Proceeds and products of any or all of the
foregoing.

As used herein, the following terms shall have the
following meanings:

"Account" shall mean any "account", as such term is
defined in Section 9-105 of the Code, and any "chattel
paper", as such term is defined in Section 9-106 of the
Code, in each case now or hereafter owned by Debtor,
and shall also mean and include any right of Debtor to
payment, including payment for goods sold or leased or
for services rendered which Debtor may now have or
hereafter acquire, whether or not such right has been
earned by performance, including, without limitation,
all accounts, accounts receivable, book debts,
instruments and chattel paper, notes, drafts,
acceptances, payments under leases of Equipment or sale

BOOK 517 PAGE 501

acceptances, payments under leases of Equipment or sale of Inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments, and other documents now or hereafter received by it evidencing obligations for or representing payment for goods sold or leased and/or services rendered, and all moneys due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Equipment" shall mean any "equipment", as such term is defined in Section 9-109(2) of the Code, now or hereafter owned by Debtor, and shall also mean and include all machinery, equipment, molds, tools, furnishings and fixtures now owned or hereafter acquired by Debtor, including, without limitation, all items of machinery and equipment of any kind, nature, and description, whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof.

"General Intangibles" shall have the meaning assigned to it under Section 9-106 of the Code, now or hereafter owned by Debtor, and in any event shall include (but shall not be limited to) any and all customer lists, trademarks, tradenames and tradestyles now or hereafter owned or maintained by the Debtor.

"Inventory" shall mean any "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other

BOOK 517 PAGE 502

personal property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute finished products, returned products, goods, raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Proceeds" shall have the meaning assigned to it under Section 9-306(1) of the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

BOOK 517 PAGE 503

Schedule B to
Form UCC-1
Financing Statement

Record Owner:

Tripec Associated Limited Partnership

Description of Real Estate :

Premises consisting of approximately, 5,970 square feet of floor area in a building located at or near 7530 Ritchie Highway, Anne Arundel County, Maryland and known as Glen Bernie Village.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269722

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 517 PAGE 504

Name E & B Marine Inc.

Address 7530 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Manufacturers Hanover Trust Company

Address 270 Park Avenue, New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto.

Name and address of Assignee

Filed with: ~~XXXXXXXXXXXX~~ Clerk of the Circuit Court of Anne Arundel County

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 17.00

POSTAGE .50

#065540 0777 R01 T11:03

09/17/87

JA WAC

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

E & B Marine Inc. Frederick H. Bond Exec V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Joseph V. Powers V.P.
Manufacturers Hanover Trust Company

Type or Print Above Signature on Above Line

17.50

BOOK 517 PAGE 505

Schedule A to
Form UCC-1
Financing Statement

Secured Party: MANUFACTURERS HANOVER TRUST COMPANY
270 Park Avenue New York, New York 10017,
as Agent for:

CHEMICAL BANK
THE FIRST JERSEY NATIONAL BANK
UNITED JERSEY BANK
TRUSTEES OF GENERAL ELECTRIC PENSION TRUST
PHOENIX MUTUAL LIFE INSURANCE COMPANY
MANUFACTURERS HANOVER TRUST COMPANY

The following types or items of property
(collectively, the "Collateral") are covered by the Form
UCC-1 Financing Statement to which this Schedule A is
attached:

- (i) all Accounts (as defined below);
- (ii) all Equipment (as defined below);
- (iii) all General Intangibles (as defined below);
- (iv) all Inventory (as defined below); and
- (v) to the extent not otherwise included, all
Proceeds and products of any or all of the
foregoing.

As used herein, the following terms shall have the
following meanings:

"Account" shall mean any "account", as such term is
defined in Section 9-105 of the Code, and any "chattel
paper", as such term is defined in Section 9-106 of the
Code, in each case now or hereafter owned by Debtor,
and shall also mean and include any right of Debtor to
payment, including payment for goods sold or leased or
for services rendered which Debtor may now have or
hereafter acquire, whether or not such right has been
earned by performance, including, without limitation,
all accounts, accounts receivable, book debts,
instruments and chattel paper, notes, drafts,
acceptances, payments under leases of Equipment or sale

acceptances, payments under leases of Equipment or sale of Inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leased and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments, and other documents now or hereafter received by it evidencing obligations for or representing payment for goods sold or leased and/or services rendered, and all moneys due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including without limitation the right to receive the Proceeds of said purchase orders and contracts.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Equipment" shall mean any "equipment", as such term is defined in Section 9-109(2) of the Code, now or hereafter owned by Debtor, and shall also mean and include all machinery, equipment, molds, tools, furnishings and fixtures now owned or hereafter acquired by Debtor, including, without limitation, all items of machinery and equipment of any kind, nature, and description, whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof.

"General Intangibles" shall have the meaning assigned to it under Section 9-106 of the Code, now or hereafter owned by Debtor, and in any event shall include (but shall not be limited to) any and all customer lists, trademarks, tradenames and tradestyles now or hereafter owned or maintained by the Debtor.

"Inventory" shall mean any "inventory", as such term is defined in Section 9-109(4) of the Code, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other

personal property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute finished products, returned products, goods, raw materials, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Proceeds" shall have the meaning assigned to it under Section 9-306(1) of the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Paul Bukovsky
Name or Names—Print or Type

Two Oakridge Court, Lutherville, MD 21093
Address—Street No., City - County State Zip Code

Name or Names—Print or Type _____
Address—Street No., City - County State Zip Code _____

2. Secured Party:

Garry L. Anderson and Michelle C. Anderson
Name or Names—Print or Type

637 Cove Terrace, Arnold, MD 21012
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Debtor's interest in and to Anderson Kinnamon Joint Venture, a Maryland General Partnership

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 11.00

POSTAGE .50

5. If collateral is crops, describe real estate.

#065330 0777 R01 T09:41

09/17/87

JA

6. Proceeds of collateral: are are not covered.

7. Products of collateral: are are not covered.

DEBTOR(S):

SECURED PARTY:

Paul Bukovsky
(Signature of Debtor)

PAUL BUKOVSKY
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

Garry L. Anderson
(Signature of Secured Party) GARRY L. ANDERSON

Michelle C. Anderson
Type or Print (Include title if Company)
MICHELLE C. ANDERSON

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Herbert Goldman, Esquire
233 E. Redwood Street
Baltimore, Maryland 21202

11750

BOOK 517 PAGE 509

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 245469 recorded in Liber 457, Folio 168 on 12/17/82 at Anne Arundel County.

1 DEBTOR(S): Friendship Business Center Limited Partnership

ADDRESS(ES): 6665 Security Boulevard
Baltimore, Maryland 21207

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Dennis M. Miller

ADDRESS: MAILSTOP: 020501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above)

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. Not subject to Recordation Tax.

b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
POSTAGE .50
09/17/87 JA

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
BY Dennis M. Miller (SEAL)

Dennis M. Miller, Assistant Vice President
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

RETURN TO: LARRY MAYCRANTZ
MIE DEVELOPMENT CO.
5720 EXECUTIVE DRIVE
BALTIMORE, MD 21228

10.00
\$

207-101 REV 4-86

FINANCING STATEMENT

269774

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$82,500.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Gary R. Middleton and
Alice I. Middleton, his wife,

ADDRESS:

2558 Davidsonville Road
Gambrills, Maryland 21054

RECORD FEE 14.00
POSTAGE .50
#067120 C345 R01 T13:58

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

09/18/81

JA

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

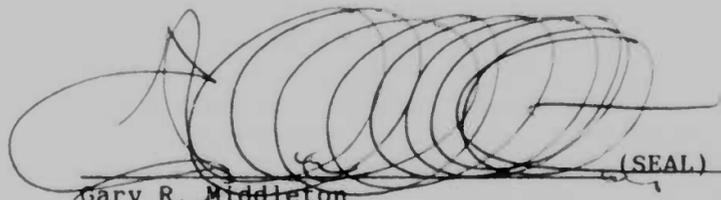
1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

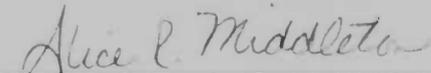
14
J

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 5.93 ACRES BEING KNOWN AS LOT "G", DAVIDSONVILLE FARMLETES and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: August 19, 1987



Gary R. Middleton (SEAL)



Alice I. Middleton (SEAL)

AFTER RECORDATION, RETURN TO:


John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

SCHEDULE A

30216

BEGINNING for the same at a concrete monument at the beginning of the North 8 degree 49 minute 10 second West 2179.28 foot line of conveyance from Frieda Weber, widow, to Edwin E. Weber and Myrtle Mae Weber, his wife, by deed recorded in Liber 1102 at folio 258; said monument marks the southwesternmost corner of the remaining portion of that conveyance from Emil Weber and Edith Weber, his wife, to Ernest Weber and Frieda Weber, his wife, by deed dated April 28, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 307, folio 112; thence from the point of beginning so fixed, binding on part of the westernmost outline of the said conveyance to Edwin E. Weber and wife, North 8 degrees 49 minutes 10 seconds West 169.28 feet to an iron pipe here set which marks the intersection formed by the division line between Lot "F" and Lot "G", with the westernmost outline, aforesaid, as shown on a plat of Davidsonville Farmettes and intended to be recorded among the plat Records of Anne Arundel County; thence leaving said outline, binding on the division line between said Lot "F" and Lot "G", North 64 degrees 50 minutes 50 seconds East 897.08 feet to intersect the westerly side of the State Road, 45 feet wide, leading from Davidsonville to Bartgis Corner; thence binding on the westerly side of the said road, South 24 degrees 10 minutes 40 seconds East 181.46 feet and thence South 23 degrees 56 minutes 50 seconds East 28.54 feet to an iron pipe here set on the westerly side of the said Road at the intersection formed by same with the division line between Lot "G" and Lot "H", as shown on said plat; thence leaving said Road, binding on the said division line between Lot "G" and Lot "H", South 60 degrees 18 minutes 40 seconds West 865.23 feet to an iron pipe here set in the North 59 degree 15 minute 50 second West 496.0 foot line of the aforementioned conveyance to Edwin E. Weber and wife; thence binding on part of said last mentioned line North 59 degrees 15 minutes 50 second West 140.00 feet to the point of beginning. Containing 5.93 acres of land, more or less, within the bounds of this description. Being known and designated as Lot "G" on the plat entitled Davidsonville Farmettes hereinbefore mentioned.

Mail to
John Hanson Savings Bank

ANNE ARUNDEL COUNTY

BOOK 517 PAGE 513

269738

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First)				

Maryland Circle Graphics, Inc. 7484K Candlewood Road, Harmans, MD 21077

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

NS&T Bank, National Association 15th Street & New York Avenue, N.W., Washington, DC20005

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's accounts receivable, inventory, furnishings, fixtures and equipment more fully described in Schedule A attached hereto and incorporated herein by reference

RECORD FEE 11.00

RECORD TAX 147.00

POSTAGE .50

#067830 0345 R01 T09:05

(If affixed to realty—state value of each article)

09/21/87

JA

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ ~~not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$20,720.00; recordation tax in the amount of \$143.50 paid to Anne Arundel County, MD. plus \$3.50 paid to Arundel County Debtor(s) or assignor(s) Secured Party:

MARYLAND CIRCLE GRAPHICS, INC.

NS&T BANK, NATIONAL ASSOCIATION (Seal)

BY:

BY:

Kenneth B. Chaletzky, President

Bruce A. Eppard, Asst. Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

NS&T Bank, National Association
Attn: June Williams
15th Street & New York Avenue, N.W.
Washington, D.C. 20005

RETURN TO:

11
147
50

(a) All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collective called "Receivables");

(b) All of Debtor's inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished under a contract for services, and raw materials, work in process and materials used or consumed in Debtor's business (collectively called "Inventory");

(c) All present and future State and/or Federal tax refunds due or to become due to Debtor;

(d) All furniture, fixtures, leasehold improvements, machinery, equipment, supplies, inventory and all other chattels of the Debtor, now or hereafter used by the Debtor in conjunction with its business, located and/or installed at or about the premises known as
7484K Candlewood Road, Harmans, MD 21077

or elsewhere, of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired and proceeds, products and accessions of and to any thereof;

(e) All property, goods and chattels of the same classes as those described above, acquired by Debtor subsequent to the execution of this Agreement and prior to its termination;

(f) All cash and non-cash proceeds of the above; and

(g) All increases, substitutions, replacements, additions and accessions.

Mail to NS & T Bank

269738

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 1, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SEVEN-TWENTY CORPORATION
Address 720 Church Street, Brooklyn Park, MD21225

2. SECURED PARTY

Name VILLAGE LIQUORS, INC.
c/o ARNOLD C. TARAGIN, ESQ.
Address Fifth Floor, 11 E. Lexington Street, Baltimore, MD 21202

RECORD FEE 13.00
POSTAGE .50

4087388-0345 R01 T09:07

09/21/87
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All property listed in Schedule A attached hereto, all accounts receivables, all property, goods and chattels of the same class as that shown on the Schedule attached hereto, all proceeds thereof, all increases, substitutions, replacement, additions and assessions thereto, Inventory, and the Liquor License which present number is _____.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

13.00

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
SEVEN-TWENTY CORPORATION, INC.

Markus Wolf President
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Darwin Freeman Pres
(Signature of Secured Party)

DARWIN FREEMAN, PRESIDENT

Type or Print Above Name on Above Line

Village Liquors, Inc.

Schedule A

Equipment List

BOOK 517 PAGE 515

One Henny Penny Pressure Fryer Serial #42225
One Henny Penny Pressure Fryer Serial #41081
One Henny Penny Food Warmer Serial #02288 Model #05073
One Henny Penny Breeding Machine Serial #02866 Model # DM 110
One Six Foot Refrigerator with Counter Top
One Refrigerator Serial #SHD 8324546 Model # CD 2RDA2S
One Tec Cash Register Model #MA134
Two Tec Cash Register Model #Ma 141
One Food Warmer, containing four departments
One Counter approximately 12 feet, 2 inches
One Counter approximately 6 feet
One Counter approximately 13 feet
One Air Conditioner
One Air Conditioner and heating unit with pump
One Peanut Roasting Machine Serial # 1715117 Model 171
One Exhaust Hood with Make up duct with exhaust fan and fire extinguishing system
One built in refrigerator 30 feet by 16 feet consisting of 10 glass doors and one walk in door. Two doors open to regular flat shelving and eight doors open to gravity feed shelving.
One table 48 by 30
One table 60 by 30
One table 84 by 30
One Vulcan Pizza Oven
One Three Department Sink
Assorted number of bakers pans
One Freezer for ice cube storage
One Kold draft ice cube machine with two heads
One Ice cuber Manufacturer's name Manitowoc
Manufacturer is Postmaster=Two Units Metal Shelving approximately 4 feet 6 feet, Four Shelves per unit

Equipment List Continued

BOOK 517 PAGE 517

One Hyterol Conveyer

One Hydraulic Compactor made by American Design Products Co.

One Beverage Air Cooler approximately 5 feet containing approximately 35 feet shelving. Six Shelves high 17 feet three shelves high double face

One Foster Refrigerator Serial #40245 Model #GHR25SG-V

Three Telephones (ITT)

One Control Box for Telephone

Two Monitors

Three Cameras.

MARYLAND FINANCING STATEMENT

269777
BOOK 517 PAGE 518

- Not Subject to Recordation Tax - Conditional Sales Contract
- Recordation Tax of \$_____ on _____
Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Thomas L. Hall
(Name or Names)
35 Hill Road Severna Park Maryland 21146
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Baltimore Mack Trucks
(Name or Names)
610 Nursery Road, Linthicum, Maryland 21090
(Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Signet Leasing and Financial Corporation
(Name or Names)
P.O. Box 2373, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

1987 Mack Truck VIN# 1M2P140C1HA017078 w/ 1988 Benson Dump Body Serial# 88-97

RECORD FEE 11.00
 POSTAGE .50
 #067420 C345 R01 T09:09
 09/21/87
 SA

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
Thomas L. Hall
 By: *Thomas L. Hall* (Individual)
(Title)
Thomas L. Hall
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

SECURED PARTY:
Baltimore Mack Trucks
 By: *E. C. Parker* President
E. C. Parker
(Type or print name of person signing)

Return To: Signet Leasing and Financial Corporation
P.O. Box 2373, Baltimore, Maryland 21203, Attn: #235

1150

269778

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 517 PAGE 519

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Northward Corporation T/A Pasadena 4A Rentals
8004 Jumpers Hole Road Pasadena, Maryland 21122
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address) BFFD 677

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
P.O. Box 116 Baltimore, Maryland 21203
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Hyster Forklift Model H40XL Gas w/42" Hook Palet Forks and 169/3 Stage Vista Uprights and Cascade Side Shifter S/N A177B16784G

RECORD FEE 12.00
POSTAGE .50
#067960 C345 R01 T09:12
09/21/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Northward Corporation T/A Pasadoan 4A Rentals CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Reese Diggs (Title) By: Brian G. Connolly (Title) Mgr.
Pres.

(Type or print name of person signing) (Type or print name of person signing)

By: Return to:
(Title)

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1280

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257524,
RECORDED IN LIBER 437 FOLIO 190 ON 7/26/85 (DATE).

<p>2. Name and address of Debtor(s) J&J Contracing, Inc. T/A Jim's Aerials 757 Whitney Landing Road Crownsville, Anne Arundel, MD 21032</p>	<p>3. Name and address of Secured Party The C.I.T. Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093</p>
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

RECORD FEE 10.00

POSTAGE .50

6. CHECK FORM OF STATEMENT

11067990 C345 R01 T09:13

A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

09/21/87

B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

One (1) Access Satellite Elevating Platform S/NPM164 A

Dated 4/16/87

Diane Grossman
(Signature of Secured Party)

DIANE GROSSMAN
(Type or Print Name of Secured Party on Above Line)

1050

CCAA

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254608,
RECORDED IN LIBER 479 FOLIO 453 ON 11/26/84 (DATE).

<p>2. Name and address of Debtor(s) J&J Contracting, Inc. T/A Jim's Aerials 757 Whitney Landing Road Crownsville, Anne Arundel, MD 21032</p>	<p>3. Name and address of Secured Party The C.I.T. Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093</p>
--	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

RECORD FEE 10.00

POSTAGE .50

6. CHECK FORM OF STATEMENT

#067980 0345 R01 T09#13

A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

09/21/87

B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

One (1) Access Satellite Elevating Platform S/N PM176A

Dated 4/16/87

Diane Grossman
(Signature of Secured Party)

DIANE GROSSMAN
(Type or Print Name of Secured Party on Above Line)

1050

269781

PRINT OR TYPE ALL INFORMATION BOOK 517 PAGE 522

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Itapel Apparel, Inc. T/A Cherokee
Marley Station Mall
Glen Burnie, MD

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Central Fidelity Bank
8117 Leesburg Pike
Vienna, VA 22180

Name & address of Assignee

RECORD FEE 12.00
RECORD TAX 1050.00
POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)
4068010 0345 R01 T09:16
09/21/87 JA

Description of collateral covered by original financing statement All goods, materials, supplies, merchandise, and other personal property of every nature and description, now owned or hereafter acquired, held for sale, lease, or other disposition or being processed for sale, lease, or other disposition or to be furnished under contract of service or used or consumed in Debtor's business, raw materials, work in process and materials used or to be used or consumed in Pledgor's business and all increase, replacements and additions to any of the foregoing, together with all proceeds of every type including cash and noncash proceed, returned or repossessed inventory, together with all contract rights with respect thereto and all documents representing the same, which Collateral is hereinafter collectively referred to as "Inventory."

All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which Collateral is hereinafter collectively referred to as "Equipment."

SUBJECT TO RECORDATION TAX

Amount of Debt: \$150,000.00 Tax: \$1,050.00

Describe Real Estate if applicable:

Itapel Apparel, Inc. T/A Cherokee

Central Fidelity Bank

Signature of Debtor if applicable (Date)
Gabriel Deeb, President

Signature of Secured Party if applicable (Date)
Charles H. Flynn, Senior Vice President

COM 130 (ORIG. 8/82)

Filed with Clerk of Anne Arundel County Circuit Court

125 1030 90

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Awnings Unlimited, Inc.
Address 1814 George Avenue Annapolis, MD 21401

2. SECURED PARTY

Name Leasing Service Corporation
Address 100 Dutch Hill Road Suite 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ RECORD FEE 13.00
RECORD TAX 21.00
4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

Equipment Cost: \$2625.00
Tax Amount: \$21.00

#068080 C345 R01 T09:28

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT"

09/21/87

JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line
AWNINGS UNLIMITED, INC.
(Signature of Debtor)
(SEE ATTACHED)

Type or Print Above Signature on Above Line

LEASING SERVICE CORPORATION
(Signature of Secured Party)
(SEE ATTACHED)

Type or Print Above Signature on Above Line

1300
2100

ca LEASING SERVICE CORPORATION (the "LESSOR")



770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018
 P.O. BOX 66, PHEL PLAZA • ORANGETOWN, NEW YORK 10962

Telephone: 212-421-3600
 Telephone: 415-654-8615
 Telephone: 404-458-9211
 Telephone: 312-298-5580
 Telephone: 914-359-8111

BOOK **517** PAGE **524**

LEASE NO. _____

FULL LEGAL NAME AND ADDRESS OF "LESSEE" SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Awnings Unlimited, Inc. **Consolidated Telephone Services, Inc.**
 1814 George Avenue 6980 Route 108
 Annapolis, MD 21401 Columbia, MD 21045

NAME AND TITLE OF PERSON TO CONTACT: Mona Martensson

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 Asuzi Pro 6/16 Key Service Unit
	1 Asuzi Pro 6/16 Busy Lamp Field Electronic Telephone
	5 Asuzi Pro 6/16 Basic Telephones
	1 External Page Speaker

LOCATION OF EQUIPMENT: STREET ADDRESS Same CITY _____ COUNTY _____ STATE _____

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 82.08 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ 3,939.84 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ 246.24 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ _____ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangetown DATE EXECUTED BY LESSEE: _____
 DATE: 12/7/86 LESSEE: Awnings Unlimited, Inc.
 LESSOR: _____ FULL LEGAL NAME

BY: [Signature] BY: [Signature]
AUTHORIZED SIGNATURE TITLE AUTHORIZED SIGNATURE TITLE

BY: [Signature] VICE PRESIDENT

LEASE COPY

BOOK 517 FILE 526

269783

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)
Aeronautical Radio, Inc.
 2551 Riva Road
 Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)
Diamond Leasing
 Apple Hill, Suite 205
 Natick, MA 01760

4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 11.00
#068090 C345 R01 T09:29

5. This Financing Statement covers the following types (or items) of property
8 Port, Hydra Protocol Converter with full option set
 Serial # 7007048F
Emulator 111963971

6. Assignee(s) of Secured Party and Address(es)
09/21/87
JA

THIS FILING IS FOR NOTIFICATION PURPOSES ONLY

Products or the Collateral are also covered

8. Describe Real Estate Here This statement is to be indexed in the Real Estate Records
 Recordation tax not applicable as this is a lease.

9. Name of a Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

Aeronautical Radio, Inc by **Kenneth D. Almgren** **Diamond Leasing**
Kenneth D. Almgren *Paul H. Jensen*
 Vice Pres. Finance By
 Signature of Debtor Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy—Numerical (Required only if Item 10 is checked)

(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)
CARLOS A ALARCON
445 BRAEWOOD WAY
SEVERNA PARK, MD 21146

2 Secured Party(ies) and address(es)
FIRST CITY FEDERAL
SAVINGS BANK
50 Madison Ave.
New York, N.Y. 10010

3 Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50

#068200 C345 R01 T09:39

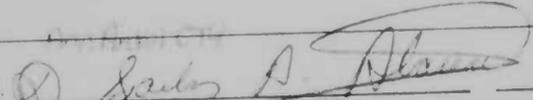
4 This financing statement covers the following types (or items) of property
Debtor's limited partnership interest in Bedford Associates, Ltd. a Texas Partnership, including all of debtor's right, title and interest in said partnership and any successor partnership and under the partnership agreement relating thereto. Partnership will be located at 2351 West Northwest Highway, Suite 2201, LB6, Dallas, TX 75220

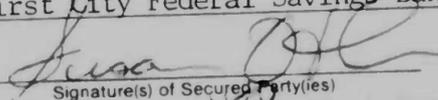
5 Assignee(s) of Secured Party and Address(es)
09/21/87
JA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

By: 
Signature(s) of Debtor(s)

First City Federal Savings Bank
By: 
Signature(s) of Secured Party(ies)

STATE OF MARYLAND
BOOK 517 PAGE 523
FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL (269785
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6-23-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee

Name D&R Enterprises, Inc. dba Service Master of Glen Burnie dba Service Master
Janitorial and Wilder, Roy E., Individual
Address 7603 Baltimore-Annapolis Blvd., Glen Burnie, MD 21601

2. ~~XXXXXXXXXXXXXX~~

Name AFC Holdings Incorporated
Address 7165 SW Fir Loop, Tigard, OR 97223 FED ID# 94-3022285

***** Please include filing number, book & page reference numbers w/ acknowledgement.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
3 Kent KF201 battery operated floor burnishers SNs 1000287, 1000276, 1000283
1 Kent KA322 automatic scrubbing machine SN KA1000046

ASSIGNEE
United States Leasing Corporation
733 Front Street
San Francisco, CA 94111

RECORD FEE 14.00
POSTAGE .50
#068420 0345 R01 T10:01

LT 41570

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Roy E. Wilder
(Signature of Debtor)

Roy E. Wilder, Pres/Individual
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beth Stephenson
(Signature of Secured Party)

AFC Holdings Incorporated
Type or Print Above Signature on Above Line

1450

09/21/87
JA

BOOK 517 PAGE 529

269786

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Command Technology, Inc.
Address 2600 Cabover Dr., Suite M Hanover, MD 21076

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.
Address 7146 Montevideo Rd. Jessup, MD 20794

RECORD FEE 13.00
POSTAGE .50

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8199430 2345 R01 T10#02
09/21/87
JA

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Command Technology, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

LARRY F. KIMMEL, ASST. V.P.
Type or Print Above Signature on Above Line

1350

CONDITIONAL SALE CONTRACT NOTE

TO: W. C. Burroughs & Associates, Inc. FROM: Command Technology, Inc.
7146 Montevideo Rd. Jessup, MD 20794 2600 Cabover Dr., Suite M Hanover, MD 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like 'One (1) 1984 Matsuura Model MC760V Machine Center' and financial totals for Time Sales Price, Down Payment, and Contract Price.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety five thousand eight hundred eighty and 00/100***** Dollars (\$ 95,880.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 3rd day of October, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,598.00 and the final installment being in the amount of \$ 1,598.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S): Date: September 2, 19 87. Accepted W. C. Burroughs & Associates, Inc. (SEAL) Command Technology, Inc. (SEAL) By: [Signature] Co-Buyer-Maker: [Signature] (SEAL)

This instrument prepared by _____ (See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 517 PAGE 531

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law. (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having any been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: September 2, 19 87
(Witness)

W. C. Burroughs & Associates, Inc. (SEAL)
(Corporate Partnership or Trade Name or Individual Signature)
By: [Signature]
(Signature, Title of Officer, "Partner" or "Proprietor")
Signature of Seller

Mail to

BOOK 517 PAGE 532

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Acc't no. 03674-7
3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Skinner, Logsdon Construction &
Equipment, Inc.
P.O. Box 782
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#088440 C345 R01 T10:03

8A 09/21/87

4. This statement refers to original Financing Statement bearing File No. 265829
Filed with Anne Arundel Co. Date Filed 2/4/87 19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. One (1) New Caterpillar Model D4H Tractor
S/N 8PB00788
One (1) Caterpillar Model 4P Bulldozer

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

No. of additional Sheets presented:

Alban Tractor Co., Inc.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Mark N. Welch
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

169 STANDARD FORM - FORM UCC-3

Mark N. Welch

BOOK 517 PAGE 533

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First) and ADDRESS(ES):
DENTON
335 CUNSTANT AVE.
SEVERN
212588835 AA

KAREN

2. SECURED PARTY(IES) and ADDRESS(ES):
JOHN DEERE COMPANY
P. O. BOX 65000
WEST DES MOINES IA 50265
CURRENTLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE (If Any) 14 JUL 86
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. BK 500 PG 32
Date Filed 14 JUL 86

Filed with ANNE ARUNDEL MD

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9 RELEASE - Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
#068450 C345 R01 T10:05
09/01/87

10

TO
CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented 10 SEP 87

DEERE CREDIT SERVICES INC.

By: _____
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By: *[Signature]*
Signature(s) of Secured Party(ies) MANAGER OF JOHN DEERE COMPANY

STANDARD FORM - FORM UCC-3

FILING OFFICER COPY - ALPHABETICAL

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any) 22 AUG 88
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
PCUNSBERRY RONALD H
17310 CLAGET LNDS RD
UPPER MARLBOR MD 20772
220342875 AA

2. SECURED PARTY(ES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65080
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4. This statement refers to original Financing Statement bearing File No 253542
BK 477 PG 158
Filed with ANNE ARUNDEL MD Date Filed 22 AUG 88

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
#068460 C345 R01 T10:05
09/21/87
JA

10. _____
Number of Additional Sheets Presented 10 SEP 87

TO: CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *[Signature]*
Signature(s) of Secured Party(ies) MANAGER OF John Deere Company

FILING OFFICER COPY -- ALPHABETICAL

STANDARD FORM -- FORM UCC 3

BOOK 517 PAGE 535

Anne Arundel County
A/C# 04666-2

269787

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Enviro Structures, Ltd.
Address 285 Oak Court Severna Park, MD 21146

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.
Address 1400 Joh Avenue Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 17.00

POSTAGE .50

#068470 0345 R01 T10106

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Enviro Structures, Ltd.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry E. Kimmel, Admin. V.P.
Type or Print Above Signature on Above Line

09/21/87
JA

1750

BOOK 517 and 530

CONDITIONAL SALE CONTRACT NOTE

TO: State Equipment, Division of Secorp National, Inc. FROM: Enviro Structures, Ltd.
1400 Joh Avenue Baltimore, MD 21227 285 Oak Court Severna Park, MD 21146

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT in Cash, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 285 Oak Court Severna Park Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty five thousand two hundred thirty two and 04/100 Dollars (\$ 25,232.04)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 9th day of October, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 700.89 and the final installment being in the amount of \$ 700.89 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 9, 19 87
Accepted: State Equipment, Division of Secorp National, Inc. (SEAL)
By: Glen S. Conklin, V.P. (Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKER(S):
Enviro Structures, Ltd. (SEAL)
By: Richard Feliciano, President (SEAL)
By: (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL HERE

Terms of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of seizure, concealment, or misappropriation, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder; Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law; and (3) retain collateral and all payments made hereunder, or (4) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right to Holder to purchase any collateral at such sale) applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (5) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (6) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon.

INITIAL
SAC
HERE

Holder, plus expenses and 20% added for attorneys' fees, without loss of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

INITIAL
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This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. A part of the consideration for seller's return to this contract is a quantum of sums to be lawfully designated and appointed Stuart B. Glover, New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their true name, place and stead to accept service of any process within the State of New York. Holder agrees to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

INITIAL
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GUARANTORS ENDORSERS SIGN HERE:
THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)
_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property thereon described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law. Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 2, 1967
between State Equipment, Division of Secorp National, Inc. as Seller-Lessor-Mortgagee
and Exvito Structures, Ltd. 285 Oak Court Severna Park, MD 21146
(Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the prop- erty therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease loan or mortgage. No representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property. It and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed. All data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract. It is and will be enforceable against all parties thereto in accordance with its terms. We have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper. It has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subor- dinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without af- fecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 25,232.04
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of September 1967

State Equipment, Division of Secorp National, Inc. (PRINT)

Glen S. Conklin
Glen S. Conklin, V.P.

If corporation, print or type exact corporate name, have authorized officer sign his name, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

269788

BOOK 517 PAGE 539

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
KEVIN L BOUDROT		AUG 27, 1987	
3053 PERCH DR		ACCOUNT NO	TAB
PIVA, MD	21140		

File: 13326

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

- AWS. MAG.
- BIKE
- BOAT
- CAMP EGP
- CN/SIMP COLLECT
- GRW EGP
- LWN MVR
- JEWEL
- MOTO CYCLE
- AMPS
- GUITAR
- SPTS EGP
- FISH EGP
- WTR SKI, SHO SKI
- STEREO EGP
- TV
- VCR
- CHN SA

DRY DRIPAS

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#068490 C345 R01 T10:07
09/21/87
JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$2192.04

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Kevin L Boudrot
KEVIN L BOUDROT DEBTOR

BY Monica D. Carter MONICA CARTER CSR DEBTOR
TITLE

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-
1750.50

STATE OF MARYLAND

BOOK 517 PAGE 540

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269789

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.00

If this statement is to be recorded in land records check here.

This financing statement Dated SEPT 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HENRY A ROBSON
Address 4A SADDLER RD ANNAPOLIS, MD 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 197 GLEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03-13-93

4. This financing statement covers the following types (or items) of property: (list)

1 DRESSER, 1 MIRROR, 1 TABLE, 5 CHAIRS, 1 ARMLESS, 1 RIGHT INCLINER, 1 LEFT INCLINER, 1 ARMLESS LOUVERSEAT, 1 CORNER TABLE, REFR. STOVE, THE PLYR POOD, TRNTBL, TV, VCR DISCPLYP, HD TBS.

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50

CHECK [X] THE LINES WHICH APPLY

#068490 0345 R01 T10:07

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

09/21/87
JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Henry A Robson
(Signature of Debtor)

HENRY A ROBSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D CARTER

Type or Print Above Signature on Above Line

11
21.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 541
 Identifying File N 269790

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1324.91

If this statement is to be recorded in land records check here.

This financing statement Dated 3-23-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR FILE # 13203

Name KATHERINE A GRAY
 Address 1191 WHITE CORAL CT ARNOLD, MD 21012

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3-23-90

4. This financing statement covers the following types (or items) of property: (list)

ANS HAC, FEWEL, STEREO, TV FURNITURE

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 14.00
 POSTAGE .50

#068500 0345 R01 T10:08

09/21/87
 JA

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Katherine A Gray
 (Signature of Debtor)

KATHERINE GRAY
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
 (Signature of Secured Party)

MONICA CARTER CSR
 Type or Print Above Signature on Above Line

11/14 .50

BOOK 517 PAGE 542

269791

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, DA 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
SHERY LIBERNINI		03-27-87	
5600 MOORE ST		ACCOUNT NO.	TAB
BALTIMORE, MD.	21225	415903726	

Filed with: AA COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

AND MAC
24218473

EXCP EQP, JEWEL, MTRCYCLE, RADIO, FISH EQP, STEREO EQP,
TV, VCR DISCPLYR.

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

#068510 C345 R01 T10:09

09/21/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 1725.07

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Monica D. Carter
MONICA CARTER CSR
TITLE

Shery A. Libernini
SHERY LIBERNINI DEBTOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1450

#13233 file
269792

BOOK 517 PAGE 543

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE MD. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
LEA GREEN	JULY 25, 1987
8330 OXLEY	ACCOUNT NO. TAB
WILDERVILLE MD, 21101	10070003 27

Filed with: CLERK OF COURT ANNE ARUNDEL COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

CAN EOP
PRJTR)(SCRN
GRDN EOP
STG TRIN
JEWEL
PIANO, ORGAN
RADIO
STEREO EOP
TV
VCR
TYPWTRE
CHN SW

RECORD FEE 11.00
RECORD TAX 42.00
POSTAGE .50
#068520 0345 R01 T10:09
09/21/87
JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$6600.00

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
BY Monica D. Carter MONICA D. CARTER DEBTOR
Lea E. Green LEA E. GREEN DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

1 1/2
-50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

269793 BOOK 517 PAGE 544
 Recording File

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1993.49

If this statement is to be recorded in land records check here.

This financing statement Dated AUG 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NATHANIEL WALLACE
 Address 3002-F BARRY CT FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) AUG. 23, 1997

4. This financing statement covers the following types (or items) of property: (list)

NOVA
 DEKA
 THE FURN, WOOD
 TUNTEL
 TV
 VAN, DISCPLYS
 TABLES

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	.50
#068530 0345 R01 T10:10	

09/21/87
 JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Nathan Wallace
 (Signature of Debtor)

NATHANIEL WALLACE
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

JOYCE RALEY
 Type or Print Above Signature on Above Line

1490

BOOK 517 PAGE 545

269794

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) PATRICIA S. CARNAGGIO		DATE OF THIS FINANCING STATEMENT 07-23-87	
509 STANHOME DRIVE GLEN BURNIE MD 21061		ACCOUNT NO 466704034	TAB 34

Filed with: ANNE ARUNDEL COUNTY CLERK OF COURT

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)
BINOC, EXCR EQP, RADIO, STEREO EQP, SPKR, TV, VCR

RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#068540 C345 P01 T10:10
09/21/87
JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2243.02

BY David M. Butler TITLE _____
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Patricia Carnaggio DEBTOR
PATRICIA S. CARNAGGIO DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

1750
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 546

Identifying File No. 269795

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 100.00

If this statement is to be recorded in land records check here.

This financing statement Dated 07-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH P. BAUDY

Address 5111 BELLEVIEW CT BELN APART. RD. 21031

2. SECURED PARTY

Name AVO FINANCIAL SERVICE

Address P.O. BOX 417 BELN APART. RD. 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 08-06-90

4. This financing statement covers the following types (or items) of property: (list)

STEREO EQP, TV, VCR

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#048570 0345 R01 T10:11
09/21/87
JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Joseph P. Baudy (Signature of Debtor)

JOSEPH P. BAUDY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler (Signature of Secured Party)

DAVID M. BUTLER

Type or Print Above Signature on Above Line

Handwritten initials and numbers: 11, 2450, 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 547

Identifying File No. 269796

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1577.43

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAY A. FRANKLIN & CHARLOTTE
Address 2441-A PIERCE CRT BY HEADZ, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 941 JENN BURNES, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03-31-89

4. This financing statement covers the following types (or items) of property: (list)

ENG MAC, BIKER, CAR EQP, CAR LENSES, EXCR EQP, SYS TRIL, LWA ARP, SPON TLS, IM COMP, COMP STAIRS, MOPED, PADI, CBBTE, PLYR RCDR, PSQVR, SPKR, TRATBL, TV, TYPWR, VCR, DISCOPLYR, VDO GAMES, HO TLS.

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#068560 C345 R01 T10:12

09/21/87

JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Ray Franklin

Type or Print Above Name on Above Line

Signature of Debtor: Charlotte Franklin

Type or Print Above Signature on Above Line

Signature of Secured Party: Joyce Raley

Type or Print Above Signature on Above Line

Handwritten notes: 10, 28, 50

269797

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
TERESA TERESA ROGERS		08-04-87	
301 MARYLAND AVE		ACCOUNT NO.	TAB
GLEN BURNIE, MD 21051		216404393	93

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CAM EQP, EXCR EQP, RADIO, STEREO EQP, CSSTE PLYR/RCDR, IV

RECORD FEE 11.00

RECORD TAX 29.00

POSTAGE .50

#068570 C345 R01 T10:12

09/21/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3563.44

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

BY David M. Butler
DAVID M. BUTLER
TITLE

Teresa A. Rogers
TERESA A. ROGERS DEBTOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-2850

269798

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
BYRON H HOY		JULY 27, 1987	
1324 57th St		ACCOUNT NO.	TAB
BALTIMORE, MD	21225	7109077	21

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE
STEREOPHON
TV
VCR/DISCPLYR
VDO GAMES

RECORD FEE 11.00

RECORD TAX 35.00

POSTAGE .50

#068580 C345 R01 T10#13

09/21/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 8000.00

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Byron H. Hoy III
BYRON H HOY

DEBTOR

BY *Monica D. Carter*
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11
35 50

269799

BOOK 517 PAGE 550

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JUNE A. DEJESUS		8-13-87	
94 SPA RD.		ACCOUNT NO.	TAB
ANNAPOLIS, MD.	21403	216202605	05

FILE # 13289

Filed with: CLK OF CRT A A CO

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TV
BEDROOM
BEDDING

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#068590 C345 R01 T10:13

09/21/87

A

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ ~~0000~~ 2192.04

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

June A. Dejesus DEBTOR

BY Mary K Bryant TITLE ADMIN ASST

JUNE A. DEJESUS DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1750
-52

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/7/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John William & Merredith Ann Mahle

Address 8472 Kenton Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 406 N. Crain Highway, Glen Burnie, Maryland 21061

RECORD FEE 12.00

POSTAGE .50

#058850 C345 R01 T10:17

09/21/87

JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/22/94

4. This financing statement covers the following types (or items) of property: (list)

AWARD WINNING POOL MEASURING 34' LONG BY 16' WIDE BY 4' DEEP WITH DE-40 PUMP/FILTER SYSTEM, PATIO DECK, AND AWARD. *ONE (1) KAYAK*

Above ground swimming pool and all attached thereto

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property located at 8472 Kenton Rd., Pasadena, Md. 21122

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John William Mahle
(Signature of Debtor)

Kayak Manufacturing Corp.

JOHN WILLIAM MAHLE
Type or Print Above Signature on Above Line

Merredith Ann Mahle
(Signature of Debtor)

Keith Miller
(Signature of Secured Party)

MERREDITH ANNE MAHLE
Type or Print Above Signature on Above Line

Keith Miller, Mgr. signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

17.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
GARY J W KING		SEPT. 4, 1987	
1525 A MIDLAND RD		ACCOUNT NO	TAB
EDGEWATER, MD	21057	765808709	09 file 13345

Filed with: CLERK OF COURT AA COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

PROJECTOR LWN MOWER, STEREO EQUIP RCA VCR

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

#068670 C345 R01 T10:19

09/21/87

JA

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 1324.91

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Monica Carter
MONICA D CARTER

Gary J King
GARY J KING DEBTOR

ORIGINAL - FILING OFFICER COPY

11/45.50

BOOK 517 PAGE 553

269802

4 <input type="checkbox"/> Filled for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Dr. Eric Horne 4135 A Mountain Road ⁸⁸⁴ Pasadena, MD 21122	Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032-3029	RECORD FEE 11.00 POSTAGE .50

7 This financing statement covers the following types (or items) of property

Lease No. 41027-01, dated 8-01-87; eqpt., rentals, purchase option payments and all sums payable thereunder. Eqpt. located at above address. Eqpt.: (1) Raymaster Radiographic System with Konica QX60A Processor with stand. #068710 C345 R01 T10:25 8/1/87

COLLATERAL NOT SUBJECT TO RECORDATION TAX

Filed with: Clerk of the Circuit Court of Anne Arundel County, UCC Section, Annapolis, MD 21401

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

DR. ERIC HORNE

Eric S. Horne, DC
Signature(s) of Debtor (Or Assignor)

SCIENTIFIC LEASING INC.

by: Dawn Munn, Manager, Dawn Munn
Signature(s) of Secured Party (Or Assignee)

269803

BOOK 517 PAGE 554

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) THE COUNTRY CAT CLINIC 1197 Generals Highway Crownsville, MD 21032	2. Secured Party(ies) and address(es) INTERNATIONAL FINANCIAL SERVICES CORPORATION 1701 Lake Ave. Glenview, IL 60025	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #068720 C345 R01 T10126
--	---	--

4. This financing statement covers the following types (or items) of property:

Equipment as listed on the attached Schedule "A" which is hereby made a part of Lease #87-128. This is a true lease and as such no recordation tax is applicable.

THIS UCC IS FILED TO GIVE NOTICE OF A LEASE BETWEEN THE PARTIES STATED ABOVE.

COLLATERAL NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party, and Address(es)
7/11/87
JA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

THE COUNTRY CAT CLINIC <i>John D. Han</i> Signature(s) of Debtor(s)	INTERNATIONAL FINANCIAL SERVICES CORP. <i>Terrence J. Dentice</i> By: Signature(s) of Secured Party(ies)
---	--

INTERNATIONAL FINANCIAL SERVICES CORPORATION

Corporate offices:

1701 Lake Avenue, Glenview, Illinois 60025

(312) 729-7820

BOOK 517 PAGE 555

SCHEDULE "A" TO LEASE #87-128 AND/OR
SECURITY AGREEMENT-MORTGAGE ON GOODS AND CHATTELS
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM
DATED _____

LESSEE: BAY COUNTRY VETERINARY HOSPITAL

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TABLE MARK-2
1	TABLE WALK-ON
1	SCALE #380
3	3.5V HALOGEN DIAG SET
1	WAL BULB REPL. LAMP
1	WALL BULB HALL. 3.8V
1	STETA (BLUE) CARDIOCOFY
1	STETA F-w
1	MICROSCOPE
1	CHAMPION 36" CUTTER
1	REFRACTOMETER-PROTOMETER
1	FH VMS-1
1	FH YOKE BLOCK 2
1	WAL FIBEROPTIC LARYNGOSCOPE KIT
1	BURDICK
1	BURDICK M-200 EGG-PKUP
1	MICROSON ULTRASONIC SCALER, COMPLETE 5 PIECES
1	POLI-PRO DETAL POLISHER
1	POLI-PRO DISP. ANGLES
1	POLI-PRO FINGER RING SET
1	POLI-PRO POLISHING PASTE
1	POLI-PRO RUBBER CUPS
1	STERILIZER
3	BUD ECG RECORDING PAPER
2	MONITORAPM
1	INSTRUMENT STAND
1	S.S. THORACIC POSITIONER
1	CLA TRIAC
2	PASSIVE ANESTHESIA
2	DICKFORD NON-REBREATHING SYSTEM

BOOK 517 PAGE 558

- 2 CAGE PAD THERMAL TEMP CONTROL
- 1 POSITIONER VACU. COMPL. KIT
- 2 BAG RESUSCITATOR BICKFORD
- 1 WFX X-RAY ILLUM. SGL
- 1 WFX X-RAY ILLUM DBL
- 2 FH MASK K-9 LG
- 1 VETRO CAUTERY
- 6 CAGE 24H 24W 28 1/2 D/SS
- 4 CAGE IV HOLDER/HGR
- 10 SPONGE BOWLS SM
- 6 CAGE TAG HOLDERS

Instruments:

- 4 FCP ROCK-CARMELT 6 1/4" CVD
- 4 FCP ROCK-CARMELT 6 1/4" ST
- 3 HOOK OVAR 3/16 WIDE x4 SNOOK
- 4 KNIFE HDL #3
- 12 BACKHAUS TOWEL CLAMPS 3 1/2"
- 8 ALEIS TISSUE PCPS 6"
- 4 MAYO SCS 5 1/2" CVD
- 4 MAYO SCS 5 1/2" ST
- 6 KELLY FCP 5 1/2" ST
- 6 KELLY FCP 5 1/2" CVD
- 8 HALSTEAD MOSQ. FCPS 5" ST
- 8 HALSTEAD MOSQ. FCPS 5" CVD
- 4 FCP TISSUE, 5 1/2"
- 4 MEJZENBAUM SCS 5 1/2 ST
- 4 MEJZENBAUM SCS 5 1/2 CVD
- 3 SCS SUTURE WIRE ANGLED
- 3 FCP OLSEN-HEFAR 5 1/2
- 1 ELEV 5 1/4 x 3/16
- 1 ELEV 5 1/4 x 1/8
- 1 FCP CANINE INCISORS & BICUSPID
- 3 SCS BDG CVD 5 1/2" SS

INTERNATIONAL FINANCIAL SERVICES CORPORATION
Lessor

BAY COUNTRY VETERINARY HOSPITAL
Lessee

By _____
(Title)

By John D. Kern J. D.V.M.
(Title)

BOOK 517 PAGE 557

269804

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BAY COUNTRY VETERINARY HOSPITAL 1197 Generals Highway Crownsville, MD 21032	2. Secured Party(ies) and address(es) INTERNATIONAL FINANCIAL SERVICES CORPORATION 1701 Lake Ave. Glenview, IL 60025	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Equipment as listed on the attached Schedule "A" which is hereby made a part of Lease #87-128. This is a true lease and as such no recordation tax is applicable.		RECORD FEE 13.00 POSTAGE .50 #068730 0345 001 110427 5. Assignee(s) of Secured Party and Address(es) 09/21/87 JA

THIS UCC IS FILED TO GIVE NOTICE OF A LEASE BETWEEN THE PARTIES LISTED ABOVE. COLLATERAL NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

BAY COUNTRY VETERINARY HOSPITAL INTERNATIONAL FINANCIAL SERVICES CORP.

By: X John D. Hall, Jr. DM By: Terrell Lentene

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1

INTERNATIONAL FINANCIAL
SERVICES CORPORATION

Corporate offices:

1701 Lake Avenue, Glenview, Illinois 60025

(312) 729-7820

BOOK 517 PAGE 558

SCHEDULE "A" TO LEASE #87-128 AND/OR
SECURITY AGREEMENT-MORTGAGE ON GOODS AND CHATTELS
AND UNIFORM COMMERCIAL CODE #1 & #3 FILING FORM
DATED _____

LESSEE: BAY COUNTRY VETERINARY HOSPITAL

LESSOR: INTERNATIONAL FINANCIAL SERVICES CORPORATION

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	TABLE MARK-2
1	TABLE WALK-ON
1	SCALE #380
3	3.5V HALOGEN DIAG SET
1	WAL BULB REPL. LAMP
1	WALL BULB HALL. 3.8V
1	STETA (BLUE) CARDIOCOFY
1	STETA F-w
1	MICROSCOPE
1	CHAMPION 36" CUTTER
1	REFRACTOMETER-PROTOMETER
1	FH VMS-1
1	FH YOKE BLOCK 2
1	WAL FIBEROPTIC LARYNGOSCOPE KIT
1	BURDICK
1	BURDICK M-200 EGG-PKUP
1	MICROSON ULTRASONIC SCALER, COMPLETE 5 PIECES
1	POLI-PRO DETAL POLISHER
1	POLI-PRO DISP. ANGLES
1	POLI-PRO FINGER RING SET
1	POLI-PRO POLISHING PASTE
1	POLI-PRO RUBBER CUPS
1	STERILIZER
3	BUD ECG RECORDING PAPER
2	MONITORAPM
1	INSTRUMENT STAND
1	S.S. THORACIC POSITIONER
1	CLA TRIAC
2	PASSIVE ANESTHESIA
2	DICKFORD NON-REBREATHING SYSTEM

2 CAGE PAD THERMAL TEMP CONTROL
1 POSITIONER VACU. COMPL. KIT
2 BAG RESUSCITATOR BICKFORD
1 WFX X-RAY ILLUM. SGL
1 WFX X-RAY ILLUM DBL
2 FH MASK K-9 LG
1 VETRO CAUTERY
6 CAGE 24H 24W 28 1/2 D/SS
4 CAGE IV HOLDER/HGR
10 SPONGE BOWLS SM
6 CAGE TAG HOLDERS

BOOK 517 PAGE 559

Instruments:

4 FCP ROCK-CARMELT 6 1/4" CVD
4 FCP ROCK-CARMELT 6 1/4" ST
3 HOOK OVAR 3/16 WIDE x4 SNOOK
4 KNIFE HDL #3
12 BACKHAUS TOWEL CLAMPS 3 1/2"
8 ALEIS TISSUE PCPS 6"
4 MAYO SCS 5 1/2" CVD
4 MAYO SCS 5 1/2" ST
6 KELLY FCP 5 1/2" ST
6 KELLY FCP 5 1/2" CVD
8 HALSTEAD MOSQ. FCPS 5" ST
8 HALSTEAD MOSQ. FCPS 5" CVD
4 FCP TISSUE, 5 1/2
4 MEJZENBAUM SCS 5 1/2 ST
4 MEJZENBAUM SCS 5 1/2 CVD
3 SCS SUTURE WIRE ANGLED
3 FCP OLSEN-HEFAR 5 1/2
1 ELEV 5 1/4 x 3/16
1 ELEV 5 1/4 x 1/8
1 FCP CANINE INCISORS & BICUSPID
3 SCS BDG CVD 5 1/2" SS

INTERNATIONAL FINANCIAL
SERVICES CORPORATION
Lessor

BAY COUNTRY VETERINARY HOSPITAL
Lessee

By _____
(Title)

By *John D. Kenner*
(Title)

BOOK 517 PAGE 580

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
ACA JOE, Inc.
915 Front Street
San Francisco, CA 94111

2. Secured Party(ies) and address(es)
Manufacturers Hanover Trust
Company
270 Park Avenue, 39th Floor
New York, New York 10017
Legal Department

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#068740 C345 R01 T10:28

4. This statement refers to original Financing Statement bearing File No. 268641
Filed with Anne Arundel County Clerk MD Date Filed 7/16 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

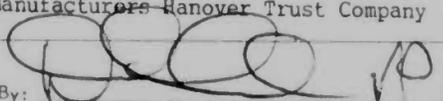
10. Partial assignee and participant of secured party:

CB Sports, Inc.
210 South Street
Bennington, VT 05201

Manufacturers Hanover Trust Company retains its position as secured party

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Manufacturers Hanover Trust Company
By: 
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

167 STANDARD FORM - FORM UCC-3

BOOK 517 PAGE 581

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
ACA JOE Retail, Inc.
100 Annapolis Mall
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Manufacturers Hanover Trust
Company
270 Park Avenue, 39th Floor
New York, New York 10017
Legal Department

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 267478
Filed with Anne Arundel County Clerk MD Date Filed 5/8 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Partial assignee and participant of secured party:

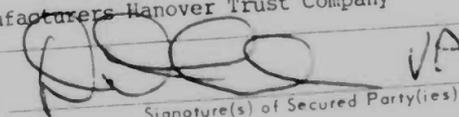
CB Sports, Inc.
210 South Street
Bennington, VT 05201

Manufacturers Hanover Trust Company retains its position as secured party

No. of additional Sheets presented:

ACA Joe Retail, Inc.

Manufacturers Hanover Trust Company

By:  Signature(s) of Secured Party(ies)

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

BOOK 517 PAGE 562

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269805

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Beverage Service, Inc.
Address 7455 New Ridge Road, Hanover, Maryland 21076

2. SECURED PARTY

Name The Coca-Cola Company
Address 310 North Avenue, Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

12 Breakmate Dispensers; 8 Coin Mech (GM 1000); 36 CO2 Cylinders

Name and address of Assuree
Coca-Cola Financial Corporation
310 North Avenue
Atlanta, GA 30313

THIS IS A PURCHASE MONEY SECURITY INTEREST

7351
RECORD FEE 11.00
#068760 C345 R01 T10+29
09/21/87
JA

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Mid-Atlantic Beverage Service, Inc. by David H. ...

Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party: Patricia M...
THE COCA-COLA COMPANY
Type or Print Above Signature on Above Line

Handwritten initials



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 517 PAGE 563
Identifying File #

269806

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3712.55

If this statement is to be recorded in land records check here.

This financing statement Dated SEPT. 4, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. file 13346

1. DEBTOR

Name JANET MEYERS ACCOUNT NUMBER 465801789
Address 5109 BROOKWOOD RD BALTIMORE, MD. 21225

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9-4-90

4. This financing statement covers the following types (or items) of property: (list)

JEWELRY AND TV

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE .50
#068770 0345 R01 T10:30

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

09/21/87
JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Janet L. Meyers
(Signature of Debtor)
JANET MEYERS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)
MONICA CARTER

Type or Print Above Signature on Above Line

108,4

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250004

RECORDED IN LIBER 468 FOLIO 181 ON 12/2/83 (DATE)

1. DEBTOR

Name William E. Sims Jr. & Annapolis Pipeline, Inc.
 Address 4828 S. Polling House Rd. Harwood, D 20776

2. SECURED PARTY

Name J I Case Credit Coop.
 Address 290 Elwood Davis Rd. Liverpool, NY 13088
5790 Widewaters Pkwy. Dewitt, NY 13214
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p>
<p>Anne Arundel 7441</p>	

RECORD FEE 10.00
 POSTAGE .50
 #068790 C345 R01 T10431
 SA 09/21/87

Dated Sept. 8, 1987

J I Case Credit Corp.
 (Signature of Secured Party)
John Arundel Fin. Mgr.
 Type or Print Above Name on Above Line

1050

BOOK 517 PAGE 565

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

Anne Arundel County
A/C# 04372-1

1. Debtor(s) (Last Name First) and Address(es) Gaug Excavating Enterprises, Inc. 1478 St. Stephens Church Rd. Crownsville, MD 21032	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237
--	---

RECORD FEE 10.00
POSTAGE *OK* .50

3. (a) This statement refers to original Financing Statement bearing File No. 258744 490 352
Filed with A.A. Co. Date Filed 19
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer #068840 0345 R01 T10/34
09/21/87

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6. **XX** Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
8. Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9. One (1) New Caterpillar Model 943LGP, Track Loader S/N 04Z00541

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

10. Signatures:

By _____ Debtor(s) (necessary only if item 7 is applicable)

Alban Tractor Co., Inc.
By *[Signature]*
Secured Party(ies)

(1) Filing Officer Copy - Numerical *10-35*

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC-3

File No.

FINANCING STATEMENT AND SECURITY AGREEMENT

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Johannes-Greco Inc. 1487 Tenbury Common Annapolis, Md. 21401</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

RECORD FEE 11.00

5. This transaction is exempt from the recordation tax. (Md.)

POSTAGE .50

6. Return to: Secured Party (Md.)

#068870 C345 R01 T10436

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

09/21/87
JA

Johannes-Greco, Inc.
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: John M. Greco (SEAL)

By: John J. Mulkey (Vice President/Treasurer)

By: _____ (SEAL)

(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11/50

FILING OFFICER: PLEASE DO NOT PHOTOCOPY 'S REVERSE SIDE
Terms and Conditions of Security Agreement

BOOK 517 PAGE 507

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

BOOK 517 PAGE 568

269808

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
~~James Leonard Hunt~~ HOEMASTERS
9317 Vollmerhausen Road
Jessup, Md. 20794

2 Secured Party(ies) and Address(es)
Beltway Ford Tk Sales, Inc.
8300 Ardwick-Ardmore Rd.
Landover, Md. 20785

3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

068890 C345 R01 T10#37

09/21/87

JA

Document not subject to recordation tax, conditional sales contract

4 This financing statement covers the following types (or items) of property:
1987 Ford L9000 Dump with
R/S Dump body
truck serial # 1FDXK90L3HVA56340
body serial # 87081162

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp.
1801 McCormick Dr.
Landover, Md. 20785

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

133445-2

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

Hoemasters by J.L. Hunt

By: *J.L. Hunt*
Signature(s) of Debtor(s)

By: *Dorothy O'Brien*
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

11/50

603469 Rev. 12-80

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 451 Page No. 184
Identification No. 243153 Dated 7/2/82

1. Debtor(s) { Vernon C. and Patricia J. Taylor
Name or Names—Print or Type
823 Cedar Croft Dr. Millersville Md. 21108
Address—Street No., City—County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City—County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .50
#068940 C345 R01 T10440
09/21/87



Dated: 9/8/87 Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497 Page No. 85
Identification No. 261374 Dated 4/21/86

1. Debtor(s) { David and Gladys I. Nixon
Name or Names—Print or Type
7743 Spencer Rd. Glen Burnie Md. 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00

POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

0345 R01 T1041

09/21/87



Dated: 9/8/87 Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

269809

BOOK 517 PAGE 571

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	A/C# 04657 Anne Arundel Co.
(1) Debtor(s) (Last Name First) and Address(es) Biddinger Brothers Excavating, Inc. 301 W. Furnace Branch Road Glen Burnie, MD 21061 M-30659A	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237		RECORD FEE 11.00 POSTAGE .50 #069010 0345 001 T10445 09/21/87 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es) Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061	For Filing Officer	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC02232
 One (1) New Caterpillar Model #935 Loader S/N 3DF00173

NOT SUBJECT TO RECORDATION TAX (AA)

Products of the Collateral Are Also Covered.
 XX (6) Signatures: Debtor(s)

Biddinger Brothers Excavating, Inc.
 (By) *Frank C. Biddinger* President
 Frank C. Biddinger, Pres.
 Standard Form Approved by N.C. Sec of State and other states shown above.

Secured Party(ies) [or Assignees]
 Alban Tractor Co., Inc.
 (By) *Mark N. Welch*
 Mark N. Welch, Credit Mrg.
 Signature of Secured Party Permitted in Lieu of Debtor's Signature.
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

BOOK 517 PAGE 572

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented A/C #04657-1

1. Debtor(s) (Last Name First) and Address(es) Biddinger Brothers Excavating, Inc. 301 W. Furnace Branch Road Glen Burnie, MD 21061	2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237
--	--

3. (a) This statement refers to original Financing Statement bearing File No. 264934 19
 Filed with Anne Arundel Co. Date Filed 12/3/86
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

RECORD FEE 10.00
 POSTAGE .50
 For Filing Officer #069020 0345 R01 T10:46

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still in effect 12/31/87
 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.
 9.

ASSIGNEE OF SECURED PARTY
 Credit Alliance Corporation
 P.O. Box 1680
 Glen Burnie, MD 21061

10. Signatures:

By _____ Debtor(s) (necessary only if Item 7 is applicable)

By [Signature] Alban Tractor Co., Inc.

Secured Party (ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

County
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

517 FILE 573

269810

Identifying File #

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Calvert Properties Annapolis Limited Partnership DBA Econo Lodge
Address 2451 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name RCA SERVICE COMPANY
Address A Division of RCA Corporation
Cherry Hill, New Jersey 08358

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All RCA Telephones, Televisions, Computers, Earth Stations, Heating & Cooling Units, and associated equipment and systems present and future.

***** Recordation tax has been paid to the state.

87-0925

RECORD FEE 12.00

POSTAGE .50

#069190 C777 R01 T10:58

09/21/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) JA
- 6. Assignee(s) of secured party are: General Electric Credit Corporation, 101 East Ridge Drive, Suite 301, Danbury, CT 0681
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

partial

Scott S. Huth
(Signature of Debtor)

Scott Huth
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RCA SERVICE COMPANY
A Division of RCA Corporation

ST. Judson
(Signature of Secured Party)

Type or Print Above Signature on Above Line

BOOK 517 PAGE 574

269811

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21240	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #069200 0777 R01 T11:00 5. Assignee(s) of Secured Party and Address(es) 09/21/87
4. This financing statement covers the following types (or items) of property: One (1) P&H Model Omega 122 Serial Number 53553 Crane and any and all proceeds thereof.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

L.B. SMITH, INC.

HARNISCHFEGER CORPORATION

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11:30

269812

BOOK 517 PAGE 575

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheet Presented

The Debtor is a transmitting utility

Filing Office Date Time No. Filing Office

1 Debtor(s) Name (and Address) **AUDREY JEAN SNYDER
4748F Flanders Lane
Harwood (AA), MD. 20776**

2 Secured Party(ies) Name(s) and Address(es) **JOY REAL ESTATE
6500 OLD BRANCH AVE.
TEMPLE HILLS, MD. 20784**

RECORD FEE 11.00
POSTAGE .50

5 This Financing Statement covers the following types of property: 1972 **0954**

6 Assignee(s) of Secured Party(ies) and Address(es) **Crescent Financial, Inc.
1623 Forest Drive Suite 210
Annapolis, MD 21401**

TO INCLUDE ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES, THERETO AND THEREIN, INCLUDING BUT NOT LIMITED TO THESE ITEMS SPECIFIED IN THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL SECURITY AGREEMENT.

Products of the collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Record

9 Name of a Record Owner

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By **AUDREY JEAN SNYDER** 197-22-2204
Audrey Snyder
Signature(s) of Debtor(s)

By **Crescent Financial, Inc.**
Hinda Jaggar
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

BOOK 517 PAGE 576

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. 269813

Clerk of The Circuit Court of Anne Arundel County

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below. \$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (OR ASSIGNOR)

Name HOMEOWNERS & CONTRACTORS, INC.
Address 111 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name L. B. SMITH, INC.
Address P. O. Box 8658
Baltimore, MD 21240

ASSIGNEE:

EQUIPMENT FINANCE, INC.
P. O. Box 4926
Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used MICHIGAN Motor Scraper, Model 110 HT, S/N 43A334
One (1) Used MICHIGAN Motor Scraper, Model 110 HT, S/N 43A237
Complete with all attachments now and hereafter acquired.

Handwritten notes: 43-A-334, 43-A-237, TCA, etc.

RECORD FEE 11.00
#069640 0777 R01 T11#42
09/21/87
JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)
(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)
(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

HOMEOWNERS & CONTRACTORS, INC.
(Signature of Debtor or Assignor)

L. B. SMITH, INC.
(Signature of Secured Party or Assignee)

By George A. Edwards, President

By [Signature]
(Signature of Secured Party or Assignee)

Handwritten mark: 11

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 269739

57756

BOOK 517 PAGE 577

FINANCING STATEMENT

1. Debtor (S):
Name or Names—Print or Type
W.F.S. T/A Scott Financial Services, Inc.
Address—Street No., City - County State Zip Code
424 Fourth Street, Annapolis, MD 21403

2. Secured Party:
Name or Names—Print or Type
HARBOR LEASING ASSOC
Address—Street No., City - County State Zip Code
701 Cathedral Street, Baltimore, Maryland 21201

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Telephone system

RECORD FEE 12.00

POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

#069650 C777 R01 T11:43

09/21/87

JA

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
[Signature]
(Signature of Debtor)

William R. Scott, Pres.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)

[Signature]
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

To THE FILING OFFICE After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

185

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK 517 PAGE 578 Identifying File No. 269740

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~Debtor~~ Lessee:

Name R & S Tire Service RECORD FEE 11.00
 Address 66 Annapolis Road-Linthium, MD 21090 #069650 0777 R01 T11:45

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation 09/21/87
 Address 709 N. Easton Road-Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) FMC Model 5800 _____ Computer Balancer
S/N: E21EE039

Name and address of Assignee CONTINENTAL BANK 1535 Locust Street Philadelphia, PA 19102
--

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

 (Signature of Debtor)

R & S TIRE SERVICE
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

[Handwritten Signature]

 (Signature of Secured Party)

Century Equipment Leasing Corporation
 Type or Print Above Signature on Above Line

11

269741

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Air Pack, Inc.

Address 7509 Connelly Dr., Suite P, Hanover, MD 21076

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One (1) Swingline Paper Shredder Model 6409
Serial number: 5155

RECORD FEE 11.00

POSTAGE .50

#069670 0777 R01 T11:45

09/21/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.

Type or Print Above Name on Above Line

11/50

BOOK 517 PAGE 580
269742

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	<input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es) (ARINC) Reasearch Corp. 2551 Riva Rd. Annapolis, MD 21401	2. Secured Party(ies) Name(s) and Address(es) Diamond Leasing Div. of Revision Leasing Natick, MA 01760 Apple Hill, Suite 205	4. For Filing Officer Date Time No. Filing Office RECORD FEE 11.00 #069680 0777 R01 T11:46	

5. This Financing Statement covers the following types (or items) of property
See Attached Schedule

6. Assignee(s) of Secured Party and Address(es) 09/21/87
JA

THIS FILING IS FOR NOTIFICATION PURPOSES ONLY

Products of the Collateral are also covered AND IS NOT INTENDED TO CREATE A SECURITY INTEREST
 This statement is to be indexed in the Real Estate Records

8. Describe Real Estate Here

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

(ARINC) Research Corporation
By John E. Caposella, Dir. Purchasing and Contracts
Signature(s) of Debtor(s)
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)
(1) Filing Officer Copy—Numerical
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 517 PAGE 581

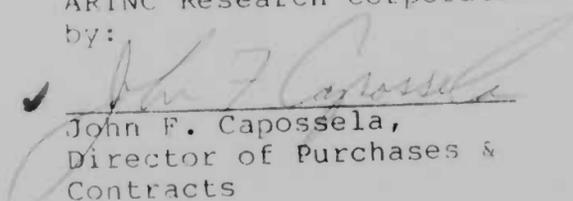
ADDENDUM TO LEASE # 11383470 and UCC- 1 FINANCING STATEMENT
dated July 30, 1987 between Diamond Acceptance and
ARINC Research Corporation

Page 1 of 1.

Equipment Description

<u>QTY</u>	<u>DESCRIPTION</u>	<u>Serial No.</u>
1	ZW-248-82 Zenith Computer w/one floppy and 20 MB Winchester Drive w/ 512 KB Memory, 5/8 MHZ	
1	ZVM-1380 Zenith Monitor 13-in. EGA Color Monitor	
1	Z-200 Series 8087 Numeric Co-Processor	
1	Z-145 Memory Expansion Card	
1	Additional Serial Port	
1	Panasonic 1592 Dot Matrix Printer 180 CPS (Draft), 38 CPS (NLO)	
1	Houston Instrument Plotter 8.5" x 11", 11" x 17" 4 pens, 3 inches per sec.	
1	Enable Version 2 Software Software Group	

ARINC Research Corporation
by:


John F. Capossela,
Director of Purchases &
Contracts

BOOK 517 PAGE 582

STATE OF MARYLAND

898392

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Boyce, David W. and Falls, Loretta J., Individually
Name and as Co-Partners

Address 138 Cottage Grove Drive Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

Address 8540 Pulaski Highway Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 16.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

#069290 0777 R01 T11:47

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

09/21/87

JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David W. Boyce and Loretta J. Falls,
Individually and as Co-Partners

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.

Type or Print Above Signature on Above Line

16/50

BOOK 517 PAGE 583

CREDIT ALLIANCE CORPORATION

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE** David W. Boyce and Loretta J. Falls, Individually and
 TO: Inc. T/A Chesapeake Truck Sales FROM: as Co-Partners
(Seller) (Buyer)
 9540 Pulaski Highway Baltimore, MD 21237 130 Cottage Grove Drive Pasadena, MD 21122
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
 One (1) 1987 Ford Model LTL9000 Tandem Axle Tractor W/42" sleeper, S/N 1FDYA90X7HVA37056

(1) TIME SALES PRICE \$ 100,956.20
 (2) Less DOWN PAYMENT IN CASH \$ 8,000.00
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
 (4) CONTRACT PRICE (Time Balance) \$ 92,956.20

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 138 Cottage Grove Dr. Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety two thousand nine hundred fifty six and 20/100***** Dollars (\$ 92,956.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 5th day of October, 19 87, and continuing on the same date each month thereafter until paid, the first 50 installments each being in the amount of \$ 1,549.27 and the final installment being in the amount of \$ 1,549.27

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 4, 19 87
Chesapeake Ford Truck Sales, Inc.
 Accepted T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

BUYER(S)-MAKERS(S):
David W. Boyce and Loretta J. Falls,
Individually and as Co-Partners (SEAL)
(Print Name of Buyer-Maker Here)

By: H.C. Weidner
H.C. Weidner, V.P.
(Witness as to Buyer's and Co-Maker's Signature)

By: David W. Boyce
Loretta Jean Falls (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: David W. Boyce and Loretta J. Falls

This instrument prepared by _____

3

BOOK 517 PAGE 584

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all attachment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser)_____ (L.S.) _____(Guarantor-Endorser)_____ (L.S.)
_____(Guarantor-Endorser)_____ (L.S.) _____(Guarantor-Endorser)_____ (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (Witness) _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

needed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 4, 1987 between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller-Lessor-Mortgagee

and David W. Boyce and Loretta J. Palls, Individually and as Co-Partners (Name) 138 Cottage Grove Drive (Address) Pasadena, MD 21122

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made in connection with such sale, lease, loan or mortgage, no first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 92,956.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4th day of September 19 87

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SELLER)

By: H.C. Weidner V.P.
H.C. Weidner, V.P.

(If incorporation, joint ownership, partnership, etc., name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

BOOK 517 PAGE 586

FINANCING STATEMENT

269743

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: E.L. Gardner, Inc. (Name or Names—Last Name First) P.O. Box 39, Gambrills, MD 21054 (Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc. (Name or Names) 4601 Washington Blvd., Baltimore, MD 21227 (Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

1-Rex SP600D Vibratory Roller S/N 6GK392

RECORD FEE 11.00 POSTAGE .50 #068720 0777 R01 T11:49 09/21/87 JA

- 5. Proceeds of collateral are covered hereunder: YES [] NO [] 6. Products of collateral are covered hereunder: YES [] NO [] 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assessments & Taxation

9. RETURN TO: Clerk, Circuit Court for Anne Arundel County McClung-Logan Equipment Co., Inc. 4601 Washington Blvd. Baltimore, MD 21227

Dated this 31ST day of AUGUST, 1987

DEBTOR: E.L. Gardner Inc.

SECURED PARTY: McClung-Logan Equipment Co., Inc.

By: E.L. Gardner, Jr. V.P. (Title)

By: (Signature) (Title)

FOR FILING OFFICER USE File No Date and Hour of Filing Record Reference

STATEMENT OF TERMINATION OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Identifying File No. 250288, in Book 469, page 57, on January 4, 1984.

1. NAME AND ADDRESS OF DEBTOR:

Gerald L. Keating, Shelby D. Cook and
KC Pet Center, Inc.
870 Bywater Road
Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#043620 0237 R02 T13:04
09/21/87
JA

2. NAME AND ADDRESS OF SECURED PARTY:

Doris Masureck (Weitzel)
10632 Davis Avenue
Woodstock, Maryland 21163

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above and hereby releases all collateral covered therein.

SECURED PARTY:

Date: 9/3/87

Doris Masureck Weitzel (SEAL)
Doris Masureck (Weitzel)

RETURN TO:

Gary J. Kolb, Esq.
7 Old Solomons Island Road
Suite 201
Annapolis, MD 21401

10/13

#6882

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.
FILED, ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST

269745

BOOK 517 PAGE 588

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anchor Capital Group, Inc.
Address 133 Defense Highway, Suite 206, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Highway, Suite 207
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- Three (3) Cameo #8786 Action Lounge w/cushions.
- One (1) Cameo #8767 Action ottomon w/cushion.
- One (1) 7 pc. Boutique Group w/Luxury cushions.
- Two (2) Cameo #8715 Chair, BG w/cushion.
- One (1) Umbrella 8½'.
- One (1) Umbrella Base.
- One (1) #44677004 slat chaise.
- One (1) #8300 Chaise cushion.

RECORD FEE 11.00
POSTAGE .50
#069840 C777 R01 T13:01

09/21/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ANCHOR CAPITAL GROUP, INC.
John W. Hersman, President
(Signature of Debtor)

JOHN W. HERSMAN, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Levi Summers
(Signature of Secured Party)

Levi Summers
Type or Print Above Signature on Above Line

11/50

BOOK 517 PAGE 589

269746

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Last Name First and Address(es):
 Security Management Corp
 9901 Langs Road
 Baltimore, MD 21220

2. Secured Party(ies) Name(s) and Address(es):
 General Electric Company
 P. O. Box 105171
 Atlanta, GA 30348

3. The Debtor is a nonresident debtor.
 4. See Long Form (Use Two No. Long Form)

5. This Financing Statement covers the following type(s) of collateral:
 ALL INVENTORY AND/OR EQUIPMENT ACQUIRED BY DEBTOR AND WHEREVER LOCATED, BEARING THE TRADEMARK OR TRADE NAME OF "GENERAL ELECTRIC" AND/OR "HOVPOINT" TOGETHER WITH THE PROCEEDS OF SUCH INVENTORY.
 Products of the Collateral are also covered.

6. Assignment of Secured Party and Address(es):
 JA

7. Name of a Record Owner:
 Security Management Corp.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.
 Aspen Park Townhouses, Mountain Road
 Pasadena, MD

No. & Street	Town or City	County	Sector	Block	Tot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has impact, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

By: J. B. Smith, Jr. Signature(s) of Debtor(s)
 By: P. H. Smith Signature(s) of Secured Party(ies)

(5/82) Filing Office Copy - Numerical
 STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

269747

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J & M Contractors / James Wooten

Address 1210 Marda Lane, Annapolis, MD 21403

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 950 Utility Diesel, 2 wheel drive
S/N CH0950S028811

New John Deere 75 Loader
S/N W00075X018445

New John Deere No. 8 Backhoe
S/N TY0008A002125

RECORD FEE 11.00

POSTAGE .50

#068930 0777 R01 T13:10

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J & M Contractors
(Signature of Debtor)

J & M Contractor
Type or Print Above Name on Above Line

James H. Wooten
(Signature of Debtor)

James H. Wooten
Type or Print Above Signature on Above Line

John Deere Co.
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

09/21/87
JA

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/7/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rivendell Farms, Ltd.
Address 3870 Birdsville Road, Davidsonville, MD 21035

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New John Deere 655 Utility tractor, MFWD, roll guard, turf tires
S/N M00655 D435386
- 1 John Deere 51 Loader & bucket
- 1 John Deere 50" mid mower

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#069940 C777 R01 T13410

09/21/87

JA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rivendell Farm, Ltd.
(Signature of Debtor)

Rivendell Farm, Ltd.
Type or Print Above Name on Above Line

Joan Winston
(Signature of Debtor)

Joan Winston
Type or Print Above Signature on Above Line

John Deere Co
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

11/90

BOOK 517 PAGE 592

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) O. T. Hall Profit Sharing Plan 225 MD Route 3 North Millersville, MD 21108		2. Secured Party(ies) and address(es) The Society for Savings 31 Pratt Street Hartford, CT 06103	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 #069950 0777 R01 713411 09/21/87 JA
4. This statement refers to original Financing Statement bearing File No. <u>Liber. 486 Pa. 547</u> Filed with <u>A.A. County</u> Date Filed <u>7/18</u> 19 <u>85</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

"NOT SUBJECT TO RECORDATION TAX"

No. of additional Sheets presented

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: The Society for Savings
[Signature] Signature(s) of Secured Party(ies)

{1} Filing Officer Copy - Alphabetical

10 STANDARD FORM - FORM UCC-3

Anne Arundel County
STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/20/87

Record Reference 266308 Book 508 Page 570

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Business Systems Management, Inc. 2134B Generals Hwy and 177 Defense Hwy
Annapolis, MD 21401

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

IBM CREDIT CORP. P.O. BOX 489 COLUMBIA, MD 21045

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER ; Amendment;

RETURN TO:

Amend Secured party address to read as listed above (formerly Cherry Hill, NJ).

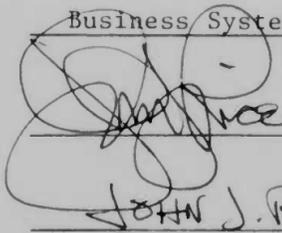
RECORD FEE 10.00

POSTAGE .50

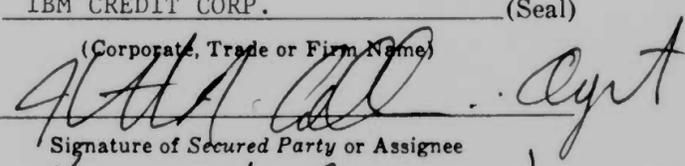
#069990 0777 R01 T13:14

09/21/87

Debtor(s) or assignor(s)

Business Systems Management, Inc.

JOHN J. RICE

(Type or print name under signature)

IBM CREDIT CORP. (Seal)
 (Corporate, Trade or Firm Name)

 Signature of Secured Party or Assignee
KENNETH N. COLLINS - AGENT

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1050

FINANCING STATEMENT

1. To be recorded in the Land Records.

2. To be recorded among the Financing Statement Records.

3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

269751

517 INC 514

5. Debtor(s) Name(s) / Lessee
Diversified Leasing, Inc.

Address(es)
133 Defense Hwy.
Suite 207
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50

6. Secured Party / Lessor
Courtyard 207 Partnership

Address
133 Defense Hwy., Suite 207
Annapolis, Maryland 21401

NO 20010 0777 R01 T13:15
09/21/87
JA

Attention: _____
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be cross on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Diversified Leasing, Inc.

Execs:

Larry Summers (Seal)
Larry Summers, President (Seal)

[Signature] (Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11/20

SCHEDULE "A"

BOOK 517 PAGE 595

This Schedule "A" is made a part of that Master Equipment Lease Agreement and Equipment Schedule No. 1, dated August 31, 1987, 1987

One (1) Kanda Electronic Key Telephone System (EK616C).
Three (3) Exec. Phones.
Two (2) Basic Phones.
Two (2) 4 pr. jacks.
One (1) Olympia Report Electronic Typewriter. S/N 63005359.
Two (2) M/F Centronics Cable.
One (1) Miniscribe 208242, Irwin 40 MB TBU30419.

One (1) JC1401P3A Multisynch Color Mtr.

One (1) FX286E FX2863 Printer.

One (1) 33440A HP Laserjet II.

One (1) 13376 Lotus 123 V 2.01.

One (1) 92295A Laserjet 2 Tonr Cart.

One (1) Wordperfect V4.2.

One (1) Turbo-Lease (S/N 10200).

One (1) Turbo-Note (S/N 10200).

One (1) 5 Drawer Lateral File 36".

One (1) Peachtree Basic Accounting System.

LESSOR: Courtyard 207 Partnership LESSEE: Diversified Leasing, Inc.

By: [Signature]

By: [Signature]

Title: [Signature]

Title: VP

Date: 8/31/87

Date: 8/31/87

BOOK 511 PAGE 300
596

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269752

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George A. Elliott
Address 1304 Tab Street Odenton MD 21113

2. SECURED PARTY

Name Margaret Giddo RECORD FEE 11.00
Address 11223 Westport Drive POSTAGE .50
Bowie MD 20715 #070050 0777 R01 T13#19

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Dealer grants to the Company a security interest in the Initial Inventory and all other inventory of Dealer previously or hereafter acquired from the Company (collectively called the "Total Inventory"), and all parts, products and proceeds thereof, including the proceeds of any insurance now or hereafter covering the Total Inventory, and in all of Dealer's accounts, accounts receivable, contract rights, chattel paper, general intangibles, notes, drafts, acceptances and all other forms of obligations and receivables instruments, documents of title, policies and certificates of insurance, deposits, all goods, merchandise, inventory and other personal property whether held for sale or lease, whether furnished or to be furnished under contract, all furniture, furnishings, office equipment, all stock of whatever kind or nature, all motor vehicles, wherever situated, whether affixed to real estate or not, all proceeds from insurance, and including, without limitation, all rights of payment for any such Total Inventory sold, and the parts, products and proceeds thereof (collectively called the "Accounts")(all of the above collectively called the "Collateral").

Name and address of Assignee
09/21/87
JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George A. Elliott
(Signature of Debtor)

George A. Elliott
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Margaret Giddo
(Signature of Secured Party)

MARGARET GIDDO
Type or Print Above Signature on Above Line

11/4

269753

COPY FOR FILING

FINANCING STATEMENT

BOOK 517 PAGE 597

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	No.	Street	City	State
1. Debtors(s) Donal L. Strother, Jr.	941	Ritchie Highway	Severna Park, MD	21146

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-26 located at 941 Ritchie Hwy., Severna Park, Anne Arundel County MD 21146

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-26

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below. R01 713-19
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below. 09/21/87

~~Title Owner of Real Estate~~

5. (if proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION	Debtor(s) <u>Donal L. Strother, Jr.</u> By: Donal L. Strother, Jr.
By: <u>J.G. Yawman</u>	_____
Type Name <u>J.G. Yawman</u>	_____
Title <u>Assistant Secretary</u>	_____

Type or Print Name and Title of Each Signature

11/50

BOOK 517 PAGE 598

269754

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) HOGENDORP CHARLES D JR. 1600 SINCLAIR LA. PO BOX 203 MILLERSVILLE, MARYLAND 21108	2. Secured Party(ies) and address(es) BALDWIN SERVICE CENTER INC. 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

RECORD FEE 11.00

POSTAGE .50

#070140 C777 P01 T13:26

4. This financing statement covers the following types (or items) of property:

1 - NEW KUBOTA TRACTOR	MN# L2250DT	SN# 53885
1 - NEW KUBOTA LOADER	BF400G	15086
1 - NEW WOODS MOWER	M-5	90908

KUBOTA CONTRACT # 13400-812620

5. Assignee(s) of Secured Party, and Address(es)
KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
30348-5598
07/21/87
JA

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

CHARLES D. HOGENDORP JR.

By: [Signature]
Signature(s) of Debtor(s)

BALDWIN SERVICE CENTER INC.

By: [Signature]
Signature(s) of Secured Party(ies)
CORP. SECY.
ILSE H. FINK

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.50

269755

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Cunningham Concrete, Inc P.O. Box 1073 Crownsville, Md. 21035	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #070150 0777 R01 T13:28 09/21/87 5 Assignee(s) of Secured Party and Address(es) JA Associates Commercial Corporation P.O. Box A College Park, Md. 20740
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4 This financing statement covers the following types (or items) of property:
 1987 Freightliner FLC 12064 Ser.# 1FVXYD98HB03241
 1987 R/S 15' Steel Dump Body Ser.# 86101296
 1987 Freightliner FLC 12064 Ser.# 1FVXYD91HB03243
 1987 R/S Steel Dump Body Ser.# 86101298

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY 1329983/22 ~~1330011/22~~ 1330011/22

Cunningham Concrete, Inc
 By: *[Signature]* Signature(s) of Debtor(s)
 Washington Freightliner, Inc
 By: *[Signature]* Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical 11/50 603469 Rev. 12-80

**END
LIBER**